

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

What this form is NOT for
You may not use this form to
register a statement of satisfi
in full or in part of a mortgag
charge against an LLP Use fo
LL MR04

WEDNESDAY



A24



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26/10/2016

#536

COMPANIES HOUSE

1 Company details

Company number

Company name in full

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013. Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

Continuation page
Please use a continuation page if
you need to enter more details.

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Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- In full
 In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

ANDREW PARKER

Please give the address of the person delivering this statement

Building name/number

THE LAW DEBENTURE PENSION TRUST CORPORATION PLC

Street

FIFTH FLOOR

100 WOOD STREET

Post town

LONDON

County/Region

Postcode

E C 2 V 7 E X

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

CHARGEES

C3 Signature

Please sign the form here

Signature

Signature

X

The Law Debenture Pension
Trust Corporation p.l.c.

By: *Andrew Parker* Director

X

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 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **CHARLOTTE MORRIS**

Company name **EVERSHEDS LLP**

Address **115 COLMORE ROW**

Post town **BIRMINGHAM**

County/Region **WEST MIDLANDS**

Postcode

B	3	3	A	L
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Country **UNITED KINGDOM**

DX **13004 BIRMINGHAM**

Telephone **0121 232 1624**

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register.
 - Part A Charges created before 06/04/2013**
 - You have given the charge date.
 - You have given the charge number (if appropriate)
 - You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
You have given the charge code
- Part C To be completed for all charges**
- You have ticked the appropriate box in Section C1
- You have given the details of the person delivering this statement in Section C2
- You have signed the form

 **Important information**

Please note that all information on this form will appear on the public record

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R. Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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A4	Short particulars of the property or undertaking charged	
Short particulars	<p data-bbox="363 405 1046 432">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="363 461 890 488">2 Definitions Clause 1 1 and 1 4 of the Charge</p> <p data-bbox="363 517 574 544">2 1 Defined Terms</p> <p data-bbox="363 573 1101 658">In the Charge and in these particulars any reference to the Trustee and the Chargor includes their respective successors in title The following words and expressions shall have the following meanings</p> <p data-bbox="363 687 1102 741">"The Charge" means a Charge over securities dated 17 September 1999 and made between the Chargor and the first Trustee</p> <p data-bbox="363 770 1070 855">"The Chargor" means Laporte plc (registered number 2695034) whose registered office is at Nation House, 103 Wigmore Street, London W1H 9AB</p> <p data-bbox="363 884 1090 994">"Event of Default" means the Law Debenture Pension Trust Corporation p l c , a company registered in England and Wales under company registration number 3267461, whose registered office is at Princes House, 95 Gresham Street, London EC2V 7LY</p> <p data-bbox="363 1023 1059 1108">"Trustees" means the First Trustee or, if different, the trustee(s) from time to time of the trusts set out in the Trust Deed and "Trustees" shall be constructed accordingly</p> <p data-bbox="363 1137 1093 1191">"Trust Deed" means a trust deed dated 31 August 1999 and made between the Chargor and First Trustee</p> <p data-bbox="363 1220 558 1247">2 2 Interpretation</p> <p data-bbox="363 1276 1091 1330">In the Charge and in these particulars, unless the context requires otherwise, any reference to</p> <p data-bbox="363 1359 1067 1391">(a) "a party" or "the parties" (as the case may be) to the Charge,</p> <p data-bbox="363 1420 1106 1505">(b) a Recital, Clause or Schedule is to a recital of, clause of or schedule to the Charge (as the case may be) and references made in a Schedule to Paragraphs are to paragraphs of that Schedule,</p> <p data-bbox="363 1534 1080 1619">(c) a statute or statutory provisions include any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under the same from time to time,</p> <p data-bbox="363 1648 1107 1758">(d) the masculine, feminine or neuter gender respectively includes the other genders, references to the singular include the plural (and vice versa) and references to persons include firms, corporations and unincorporated associations, and</p> <p data-bbox="363 1787 1058 1841">(e) a document is to that document as varied, supplemented or replaced from time to time</p> <p data-bbox="363 1870 716 1897">- Please see continuation sheet</p>	

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

3 Charge In Schedule 1 to the Charge

3 1 The Securities

As security for the payment and discharge of the Secured Liabilities, the Chargor charges to the Trustees with full title guarantee (subject to any Security interests which may have arisen or may arise pursuant to the rules and regulations of any Settlement System) by way of first fixed charge

(a) the Initial Securities,

(b) any Substitute Securities and any other securities which are Eligible Collateral

(i) which the Chargor or its nominees specifies in writing (in such form as the Trustees may reasonably require) from time to time are to be the subject of the Charge, and

(ii) save in the case of Uncertificated Securities, which (or the certificates or other documents in title in respect of which) are from time to time deposited with the Trustees or their nominees in connection with the Charge,

(c) any Derivative Rights to the extent agreed in writing between the Chargor and the Trustees from time to time, and

(d) any Uncertificated Rights

3 2 Derivative Rights

For the avoidance of doubt, (unless otherwise agreed in writing between the Chargor and the Trustees) until the Termination Date the Chargor shall remain absolutely entitled to the Derivative Rights, unencumbered by the Charge, and shall be entitled to retain, exercise and deal with the Derivative Rights as it, in its absolute discretion, thinks fit and the Trustees shall

(a) account to the Chargor for all such Derivative Rights received by them and forward to the Chargor any communications relating thereto which are received by them promptly upon such receipt, and

(b) make available to the Chargor such of the documents deposited with them (or their nominees) pursuant to the Charge and, at the Chargor's cost and expense, execute such documents and take such other action as the Chargor shall require in order to enable the Chargor to receive or as the case may be exercise or deal with such Derivative Rights save that any Trustees shall be entitled to refuse to execute any such documents or take such action if to do so would, in the Trustee's opinion, threaten the validity of the Charge, or otherwise be in breach of the terms of the Charge

- Please see continuation sheet

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Short particulars	<p>4 Negative Pledge and other covenants In paragraph 1 of Schedule 2 to the Charge</p> <p>The charger shall not without the prior written consent of the Trustees,</p> <p>(a) sell, transfer, alienate or agree (conditionally or unconditionally) to sell, transfer, alienate or otherwise deal in any way with any of the Securities, or</p> <p>(b) create (or permit to continue or to be created) or suffer to subsist any Security Interest over any of the Securities (whether ranking in priority to, pari passu with or subsequent to the Charge) other than</p> <p>(i) in favour of the Trustees, and</p> <p>(ii) any floating charge over any Uncertificated Securities in favour of a Settlement Bank which has arisen pursuant to the rules and regulations of the relevant Settlement System</p> <p>5 Further Assurance Paragraph 5 of Schedule 2 to the Charge</p> <p>5.1 Perfection of Security</p> <p>Subject to the covenant referred to in paragraph 5.2 below (as described in Paragraph 5.2 of Schedule 2 to the Charge) the Chargor shall (and shall procure that its nominees shall) at its own expense execute and do all such assurances, acts and things as the Trustees may reasonably require for perfecting or protecting its security over the Securities or any of them or for facilitating the realisation of the same and in the proper exercise of all powers, authorities and discretions vested in the Trustees. The Chargor shall in particular execute all transfers, conveyances, assignments, assurances and legal mortgages of such Securities whether to the Trustees or to their nominees and give all notices, orders and directions which the Trustees may reasonably require</p> <p>5.2 Prior to default</p> <p>Notwithstanding the provisions of Paragraph 5.1 above (and described in paragraph 5.2 of Schedule 2 to the Charge), unless (and then only to the extent that) the Charge has become enforceable, the Chargor shall not be obliged to</p> <p>(a) execute any transfer, conveyance, assignment, assurance or legal mortgage of any Securities to the Trustees, their nominees or any of them,</p> <p>(b) make any registration (if applicable) of the Charge,</p> <p>(c) procure that its nominees or any of them take any action described in paragraphs (a) or (b) above</p> <p>- Please see continuation sheet</p>	

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Short particulars

6 Definitions. Clause 1 1 of the Charge

6 1 Defined Terms

In the Charge and these particulars, the following words and expressions have the following meanings

"CGO" means the Central Gilts Office established by the Bank of England.

"CGO Nominee Company" means a CGO system participant

"CREST" means the relevant system (within the meaning of the Uncertificated Securities Regulations 1995) operated by CRESTCo Limited

"CREST Participant" means a system participant (within the meaning of the Uncertificated Securities Regulations 1995) in respect of CREST

"Derivative Rights" in relation to the Securities means all dividends, distributions, interest and other income paid or made in respect thereof and all voting rights, benefits, money or property accruing or arising in respect of the Securities at any time

"Eligible Collateral" means any securities which comply with the requirements set out in the definition of "Collateral Assets" in the Appendix to the Trust Deed save to the extent referred to in (i)(a)(i) of that definition

"Initial Securities" means United Kingdom Government index-linked (2.5%) securities with a nominal value of £2,051,244.86 and a maturity date of 26 July 2016.

"Receiving Agent" means any CGO Nominee Company and any CREST Participant acting on behalf of the Chargor in respect of the Uncertificated Securities

"Secondary Securities" means the securities referred to in paragraph 3 1(b) above (and described in Paragraph 2 1(b) of Schedule 1 of the Charge)

"Securities" means all and any kind of Initial Securities and the Secondary Securities

"Security Interest" means any debenture, mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or combination of accounts, title retention or other arrangement or agreement the effect of which is the creation of security

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"Settlement Bank" means any settlement bank (within the meaning of the Uncertificated Securities Regulations 1995) in respect of CREST and means any bank which makes and receives assured payments or has otherwise agreed with CGO to act as a settlement bank in respect of CGO

"Settlement System" means any settlement system in which any Uncertificated Securities are held from time to time including CREST and CGO

"Substitute Securities" has the meaning given to it in Clause 9 1 of the Charge

"Termination Date" means the date on which the Scheme (as defined in the Trust Deed) terminates pursuant to clause 12 1 of the Trust Deed

"Uncertificated Rights" means all of the Chargor's rights whatsoever present or future in, against and to

(i) any Receiving Agent,

(ii) any account (whether forming part of CREST or CGO) in favour of the Chargor or its Receiving Agent, and

(iii) any payment obligation (and the proceeds thereof) of any Settlement Bank

in each case arising in respect of or in connection with the Uncertificated Securities save (unless otherwise agreed in writing between the Chargor and the Trustees) to the extent of any Derivative Rights

"Uncertificated Securities" means those Securities which are held in uncertificated form in respect of which title may be transferred by means of CREST or CGO