

MG02

Statement of satisfaction in full or in part of mortgage or charge



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LASERFORM

☒ **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

☐ **What this form is for**
You cannot use this form to register a statement of satisfaction in full or in part of a mortgage or charge

WEDNESDAY



LD5 *L2BBHN4Q* 26/06/2013 #28
COMPANIES HOUSE

For official use
nation, please
ance at
house gov.uk

1 Company details

Company number 03230276

Company name in full Fulek Finance Holdings Limited (the "Company")

2 For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Creation of charge

Date charge created 30/03/2012

Description A Share Capital Funding Debenture (the "Debenture")
made between the Company and Britannia BS as Lender

Date of registration 01/07/2012

- You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'
- The date of registration may be confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name The Co-Operative Bank (formerly Britannia Building

Address Society) (the "Britannia")

1 Balloon Street, Manchester

Postcode M604EP

Name

Address

Postcode

Name

Address

Postcode

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

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4**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1. Fixed Charge

The Company, as beneficial owner, hereby charges in favour of Britannia with the payment and discharge of the Secured Obligations by way of first fixed charge the shares (as set out in the first Schedule to the Debenture) and all dividends interest and other income deriving therefrom or incidental thereto

2 Floating Charge

The Company, as beneficial owner, hereby charges in favour of Britannia with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged by way of fixed charge or effectively assigned to Britannia by 1 above or otherwise by or pursuant to any other provision of this Debenture or which are otherwise subject to an effective fixed security in favour of the Britannia.

3. Covenant for further assurance

The Company shall, from time to time at the request of Britannia, do any act or execute such notices (and procure the delivery to Britannia of an acknowledgment of receipt of any such notice which may be specified by Britannia) and such legal or other assignments, transfers or other documents as in each case Britannia shall stipulate, in such form as Britannia may require, for or on connection with the improvement, perfection, protection or maintenance of the Security

Please see continuation page for further Short particulars and Definitions

5**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied

Please tick one box only

☒ In full☐ In part**6****Signature**

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 change on the form. The contact information you give will be visible to searchers of the public record.

Contact name Lyuba Herbert

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country UK

DX

Telephone 0207 006 3040



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 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 9F
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



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
- ☒ You have completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



Further information

For further information, please see the guidance 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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. Negative Pledge

(1) The Company undertakes that at no time during the Security Period will the Company, otherwise than in Britannia's favour or with Britannia's prior written consent, create, grant, extend or permit to subsist any encumbrance on or over all or any part of the Charged Shares.

(11) The Company undertakes that at no time during the Security Period will the Company, except with the prior written consent of Britannia sell, convey, transfer, assign or otherwise dispose of all or any number of the Charged Shares or agree to do any of the foregoing .

5. Appointment, Removal, Status and Remuneration of Receiver

Under Clause 12 of the Debenture, Britannia may, without notice to the Company, at any time:

(1) on or after the occurrence of an Event of Default; or

(11) after having been requested to do so by the Company, or

(111) after the presentation of a petition for the making of an administration order in relation to the Company,

appoint one or more persons to be a receiver or receiver or manager of the whole or any part of the Charged Shares (each a "Receiver").

THE FIRST SCHEDULE TO THE DEBENTURE

Company Leek Finance Number One PLC

Type of Share £1 Ordinary fully paid

Number of Shares 49,998

DEFINITIONS.

1 1 In this Form MG02:

"Charged Property" means the assets subject to the Floating Charge in clause 3.2 of the Debenture,

"Event of Default" means any of those events specified in Clause 12 of the Facility Agreement,

"Facility Agreement" means the facility agreement dated December 3 between Britannia as lender and the Company as borrower as amended extended or replaced from time to time

"Finance Documents" means the Facility Agreement and the Debenture;

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Short particulars

"Charged Shares" means all those assets referred to in Clause 3.1 of the Debenture and each and every part thereof,

"Britannia" shall have the same meaning as that ascribed to it under the Facility Agreement dated the same date hereof,

"Secured Obligations" means all sums and liabilities covenanted to be paid or discharged by Holdings in Clause 2.1 of the Debenture,

"Security" means the security from time to time constituted by or pursuant to the Debenture and each and every part thereof,

"Security Period" means the period from the date hereof until the date upon which all of the Secured

Obligations shall have been unconditionally and irrevocably paid and discharged in full or upon which all of the Security shall have been unconditionally and irrevocably released and discharged; and

1.2 Any reference in this Form MG02 to:

the "Britannia" or the "Holdings" shall be construed so as to include its and any subsequent successors and assigns in accordance with their respective interests;

a "Clause" shall, subject to any contrary indication, be construed as a reference to a clause hereof;

an "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or any other encumbrance or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;

the "winding-up", "dissolution" or "administration" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors