

# MR04

laserform

## Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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 satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04



A10 24/01/2017 #449  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 6 1 1 3 0 4

Company name in full Rouge 2 Limited (the "Chargor")

→ **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 0 1 0 7 2 0 1 1

### A2 Charge number

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

Charge number\* 0 0 0 2

### 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 An accession deed dated 1 July 2011 ("**Accession  
Deed to the Debenture**") made between, among others  
(1) Red Topco Limited (previously known as Dunedin  
Claret Limited), (2) the Chargor and (3) HSBC Bank  
plc (the "**Lender**") to a debenture dated 1 July 2011  
made between (1) Red Topco Limited, (2) Red Midco  
Limited (previously known as Dunedin Claret Midco  
Limited), (3) Red Bidco Limited (previously known  
as Dunedin Claret Bidco Limited) and (4) the Lender  
(the "**Debenture**")

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

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**A4****Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

- 1 Fixed Security
- 1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (Real Property) of the Accession Deed to the Debenture
- 1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of the first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future
- 1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 1 1 above)
- 1 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled

**Continuation page**

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

**Part B****Charges created on or after 06/04/2013****B1****Charge code**

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

Charge code ①

				-						-				
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**① Charge code**

This is the unique reference code allocated by the registrar

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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

Dickson Minto W S.

Please give the address of the person delivering this statement

Building name/number

16

Street

Charlotte Square

Post town

Edinburgh

County/Region

Postcode

E H 2 4 D F

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

Person's interest in the charge

Solicitors for the Chargor

**C3**

### Signature

Please sign the form here

Signature


Signature


X Dickson Minto



X

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Statement of satisfaction in full or in part of a charge

 <b>Presenter information</b>	
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	Emma Bilotti
Company name	Dickson Minto W S
Address	16 Charlotte Square
Edinburgh	
Post town	
County/Region	
Postcode	E H 2 4 D F
Country	
DX	199
Telephone	+44 (0) 131 225 4455

 <b>Checklist</b>
We may return forms completed incorrectly or with information missing.
<b>Please make sure you have remembered the following:</b>
<input type="checkbox"/> The company name and number match the information held on the public Register
<b>Part A Charges created before 06/04/2013</b>
<input type="checkbox"/> You have given the charge date
<input type="checkbox"/> You have given the charge number (if appropriate)
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4
<b>Part B Charges created on or after 06/04/2013</b>
<input type="checkbox"/> You have given the charge code
<b>Part C To be completed for all charges</b>
<input type="checkbox"/> You have ticked the appropriate box in Section C1
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C2
<input type="checkbox"/> You have signed the form

 <b>Important information</b>
Please note that all information on this form will appear on the public record.
 <b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland:</b> 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)
<b>For companies registered in Northern Ireland:</b> 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

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>

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## Statement of satisfaction in full or in part of a charge

A4

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

#### Short particulars

- 1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,
- 1 2 4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
- 1 2 5 all fixed and other plant and machinery, computers, vehicles office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),
- 1 2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
- 1 2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,
- 1 2 8 all moneys from time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)) together with all moneys from time to time deposited in or standing to the credit of any Realisation Account,
- 1 2 9 all Securities and their Related Rights,
- 1 2 10 all of its goodwill and uncalled capital,
- 1 2 11 all Intellectual Property,
- 1 2 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensations which may be payable in respect of them,
- 1 2 13 each of the Specified Contracts (as specified in Schedule 3 (Specified Contracts) of the Accession Deed to the Debenture, together with
  - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgage Property or Premises,
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,

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## Statement of satisfaction in full or in part of a charge

A4

### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including without limitation, any contracts of hire or lease of chattels), and

(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person)

(e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

1 3 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of the Chargor's right, title and interest in and to the Acquisition Agreement, the Structural Intra-group Loans, the Hedging Agreement and any policies relating to the Insurances

#### 2 Floating Charge

2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (Fixed Security) or the Accession Deed to the Debenture as described in paragraph 1 (Fixed Security) of this Form MR04 above

2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (Creation of Floating Charge) of the Accession Deed to the Debenture as described in paragraph 2 1 of this Form MR04 above

#### NOTES

The Accession Deed to the Debenture also contains the following provisions

#### Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist and Security (other than any Security constituted by the Accession Deed to the Debenture) over the whole or any part of the Charged Property other than as permitted under the Facilities Agreement or with the prior written consent of the Lender

#### Restrictions on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 4 1 (Creation of Floating Charge) of the Accession Deed to the Debenture for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Facilities Agreement, the Accession Deed to the Debenture or with the prior consent of the Lender