

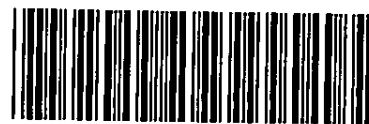
MR04

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

✓ **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 ✓ *A5YTPOH6*
24/01/2017 #454
COMPANIES HOUSE

1 Company details

Company number 0 5 6 1 1 3 3 7
Company name in full Rouge 1 Limited (the "Company") ✓

→ **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 7 1 2 2 0 0 5 ✓

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 Debenture ✓

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Legal Mortgage on all freehold and leasehold land now vested in the Company together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and

First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture, and

First Fixed Charge on

(i) All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it

(ii) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture

(iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company

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

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

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

				-				-			
--	--	--	--	---	--	--	--	---	--	--	--

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 Company

C3

Signature

Please sign the form here

Signature

Signature

X Dickson Minto

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 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



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

MR04 - continuation page

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

(iv) All book debts and other debts and monetary claims and any rents, licences or other payments due from any lessee, licensee or occupier of any immoveable property (wherever situated) now or at any time afterwards due owing to or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes writing with the Company shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below

(v) Any credit balances on any account of the Company with the Bank

(vi) Any credit balances on any account of the Company with the Bank (other than the Bank) or other person

(vii) All goodwill and uncalled capital for the time being of the Company

(viii) All stocks, shares debentures, bonds, loan capital and other securities including of any description of any other person (including without limitation) any subsidiary or subsidiary undertaking of the Company). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company and all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture, collectively called the "Securities")

(ix) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or any time afterwards belonging to the Debenture, collectively called the "Intellectual Property")

(x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including without limitation, the insurance mentioned to in Clause 8(a) of the Debenture)

(xi) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction

(xii) The benefit of all agreements for the provision by the Company to any person or any loan of credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards entered into by the Company

(xiii) The proceeds of sale of any property mentioned above

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

Restrictions

The Company shall not except with the prior written consent of the Bank

(a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture, or

(b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company; or

(c) release, exchange, compound, set off, grant time or agree to any other arrangements in respect of or in any other way deal with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the remainder of the charged property