In accordance with Section 859L of the Companies Act 2006

MR04

Statement of satisfaction in full or in part of a charge

IRIS Laserform

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**
You may not use register a stateme in full or in part of charge against an LL MR04

TUESDAY

A38AKJVK
A37 20/05/2014 #37
COMPANIES HOUSE

please

gov uk

1 Company details

Company number	0 5 8 2 0 5 6 7
Company name in full	ROLLFOLD HOLDINGS LIMITED (the "Company")

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation ❶

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**

❶ **Property acquired**
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ❷

Charge creation date	d 2 d 6 m 0 m 5 y 2 y 0 y 0 y 6

❷ **Property acquired**
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

A2 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 between (1) the Company and (2) Kaupthing Singer & Friedlander Limited (the "Bank") (the "Debenture").

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

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A3 Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	**Continuation page** Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation page	

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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 ❶ [ ][ ][ ][ ] - [ ][ ][ ][ ] - [ ][ ][ ][ ]

❶ **Charge code**
This is the unique reference code allocated by the registrar

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

[x] 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

Forename(s)	Keith
Surname	Robinson

Please give the address of the person delivering this statement

Building name/number	Churwell Vale
Street	Shaw Cross Business Park
Post town	Dewsbury
County/Region	West Yorkshire
Postcode	W F 1 2 7 R D

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

Person's interest in the charge	Finance Director of Company

C3 Signature

Please sign the form here

Signature

Signature
X 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 Jen Miller

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111

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 completed the Description of instrument and Short particulars in Sections A2 and A3

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

A3 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

1 The Company with full title guarantee has charged

(a) by way of legal mortgage, all estates or interest in any freehold or leasehold Land belonging to the Company at the date of the Debenture and their proceeds of sale, and

(b) by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraph 1(a), all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period regardless (as regards immoveable assets) of their location, and

(c) by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraph 1(a) or a fixed charge under paragraph 1(b) all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period

2 The Company with full title guarantee has charged, by way of fixed charge (and to the extent that they are not subject of a mortgage or charge under the charges set out above)

(a) all plant, machinery, vehicles, computers, office and other equipment and, in all cases, the full benefit of all licences, warranties and maintenance contracts for them,

(b) the Securities

(c) the goodwill and uncalled capital of the Company at any time during the Security Period,

(d) the Intellectual Property, and

(e) all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations

3 The Company with full title guarantee has charged by way of Floating Charge all Assets other than those Assets for the time being effectively charged by way of legal or equitable mortgage or fixed charge as provided in paragraph 1, effectively charged by way of fixed charge as provided in paragraph 2 or effectively assigned (whether at law or in equity) to the Bank as provided in paragraph 4

4 The Company with full title guarantee has assigned absolutely all rights and claims under, or in respect of, the Contracts (to the extent that they are assignable), and any returns of premium or other sums receivable in respect of them

A3 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

The Company has covenanted that it shall not create or allow to subsist any Encumbrance on or over the Charged Assets (save for Permitted Encumbrances)

Definitions for the purposes of this form

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest in, each case at any time during the Security Period

"Charged Assets" means the Assets from time to time subject or expressed to be subject to the Debenture,

"Charged Land" means the Land over which security is created pursuant to paragraph 1,

"Company" means Rollfold Holdings Limited,

"Contracts" means all the Company's rights, title, interest and benefit in and to

(a) all the agreements short particulars of which are set out in Schedule 2 (Contracts) of the Debenture (and repeated below) and

(b) any contract in respect of the whole or any part of the Charged Assets to which the Company is a party including without limitation, the Insurances, as from time to time (with the prior written consent of the Bank) modified, amended, varied, supplemented, or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in the respect of the same,

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, encumbrance, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or "flawed asset" arrangement) conferring a priority of payment,

"Fixtures" means, in relation to the Charged Land, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Charged Land and owned by the Company,

"Floating Charge" means the floating charge created by paragraph 3,

"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time during the Security Period, taken out by or on behalf of the Company or (to the extent of such interest) in which at any time during the Security Period the Company has an interest, all proceeds thereof, all rights to demand those proceeds and the debts represented by them,

"Intellectual Property" means the Intellectual Property rights owned or used by the Company throughout the world or the interests of the Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of those Intellectual Property rights,

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"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any patents trade and service marks, whether registered, under application for registration or otherwise), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights all registered designs and applications for registered designs, all inventions all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Land" means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land, and including the benefit of any covenants for title given or entered into in respect of that land by the Company or any predecessor in title of the Company,

"Loan Agreement" means the loan agreement for term loan facilities of £15 000,000 in aggregate and a revolving capital facility of up to £2,500 000 to be made available to the Company between the Bank and the Company dated on or about the date of the Debenture

"Permitted Encumbrance" means

(a) any Encumbrance created by or pursuant to the Finance Documents (as defined in the Loan Agreement) or with the prior written consent of the Bank

(b) any right of set-off or lien arising, in either case, by operation of law or in the ordinary course of trading,

(c) any retention of title to or conditional sale in respect of goods supplied to a Group Company (as defined in the Loan Agreement) in the ordinary course of its trading activities

(d) any right of set-off over credit balances on bank accounts of Group Companies arising in the ordinary course of the banking arrangements of the Group (as defined in the Loan Agreement),

(e) any Encumbrance subsisting over assets acquired by a Group Company where the Bank has given its prior written consent to such acquisition,

(f) Encumbrances over goods and documents of title to goods arising in the ordinary course of documentary credit transactions entered into by a Group Company in the ordinary course of trading, and

(g) Encumbrances over equipment securing Indebtedness (as defined in the Loan Agreement) owed to a third party (not being a member of the Group) where the third party (or an affiliate of that third party) has supplied the equipment, the Encumbrance extends only to that equipment and the total of such Indebtedness incurred in favour of all such third parties does not exceed £10,000 at any time,

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"Secured Liabilities" means each and every liability which the Company may at the date of the Debenture or thereafter have to the Bank whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by the Company or by some other person) and every sum (of principal, interest or otherwise) at the date of the Debenture or thereafter owing due or incurred by the Company to the Bank in respect of any such liabilities including all costs and expenses (including fees and costs of legal advisers) incurred by the Bank in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under the Debenture,

"Securities" means

(a) Shares,

(b) warrants, options or other rights to subscribe for, purchase, call for delivery of, or otherwise acquire, any Shares,

(c) allotments, rights, money or property arising from any Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise,

(d) dividends, distributions, interest and other income from any Shares, and

(e) stock, shares and debentures offered in addition to, or in substitution for, any of the foregoing,

belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period,

"Security Period" means the period beginning on the date of the Debenture and ending on the date on which the Bank is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and

"Shares" means shares stock, debentures, debenture stock, loan stock, bonds, notes and certificates of deposit

SCHEDULE 2

(Contracts)

The sale and purchase agreement dated 26 May 2006 and made between the Company and Curtis Lee Wright and others relating to the estate and purchase of the shares in Rollfold Group Limited, registered in England and Wales under company number 03112529