

MG02

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



☒ **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 NOT for**
You cannot use this form to re-
a statement of satisfaction in full
or in part of a fixed charge for
company registered in Scotland
do this, please use form MG01

THURSDAY



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LD3

18/10/2012

#5

COMPANIES HOUSE

1	Company details	For official use
Company number	0 6 3 4 4 1 2 9	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Elliott Group Holdings (UK) Limited	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d3 d1 m1 m0 y2 y0 y0 y7	
Description 1	Debenture (as described in the Continuation pages to this Form MG02)	
Date of registration 2	d0 d6 m1 m1 y2 y0 y0 y7	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	The Royal Bank of Scotland plc, Paris branch	
Address	94 Boulevard Haussmann Paris, France	
Postcode	7 5 0 0 8	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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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

Continuation page

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

Short particulars

All assets under the Debenture are hereby discharged in full (for further details please see the Continuation pages to this Form MG02)

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X Simpson Thacher & Bartlett 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 query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Anna Cumming

Company name Simpson Thacher & Bartlett
LLP

Address City Point

One Ropemaker Street

Post town London

County/Region Greater London

Postcode E C 2 Y 9 H U

Country England

DX

Telephone 020 7275 6500



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 NR Belfast 1



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have completed the charge details in Section 2
- ☒ [X] You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ [X] You have completed the short particulars of the property mortgaged or charged
- ☒ [X] You have confirmed whether the charge is to be satisfied in full or in part
- ☒ [X] You have signed the form



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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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Description of the Debenture dated 31 October 2007 (the "Debenture") between, amongst others, Elliott Group Holdings (UK) Limited (the "Company") and The Royal Bank of Scotland plc, Paris branch (the "Security Agent").</p> <p style="text-align: center;">Definitions</p> <p>In this Form MG02</p> <p>"Act" means the Companies Act 1985,</p> <p>"Charged Shares" means</p> <p>(a) the Group Shares,</p> <p>(b) all rights of whatever nature which the Company may now have or hereafter acquire as against CREST in respect of any Charged Shares including (but without limitation) any rights which the Company or may have (i) under any agreement with CREST or CRESTCo Limited and/or (ii) to require delivery by CREST of any Charged Shares to, or to the order of, the Company, and</p> <p>(c) all rights of whatever nature which the Company may now have or hereafter acquire as against a custodian in respect of any Charged Shares held in such custodian's account with CREST including (but without limitation) any rights which the Company may have (i) under any agreement with such custodian relating to the use of such account and/or (ii) to require delivery by such custodian of any Charged Shares to, or to the order of, the Company,</p> <p>"CREST" means the clearance system operated by CRESTCo Limited,</p> <p>"Group" means Ristretto Group Sarl and each of its Subsidiaries from time to time including each member of the Ristretto Group and each member of the Whiskey Group,</p> <p>"Group Company" means each member of the Group,</p> <p>"Group Shares" means all shares specified in Schedule 3 (<i>Group shares</i>) to the Debenture and all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Company,</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p>"Incremental Facility Document" means each document setting out the terms of an incremental facility (terms of which are contained in the Senior Facilities Agreement) and designated as such by Ristretto Investments Sarl and The Royal Bank of Scotland plc, Paris branch as facility agent under the Senior Facilities Agreement,</p> <p>"Insurances" means the policies of insurance in which the Company has an interest from time to time,</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all</p>	

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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	
Short particulars	<p>applications and rights to use such assets,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 30 October 2007 between amongst others, Algeco/Scotsman Sarl, Ristretto Group Sarl and certain of its Subsidiaries, the Security Agent, The Royal Bank of Scotland plc, Paris branch as senior facility agent and Deutsche Bank AG, London branch as mezzanine facility agent,</p> <p>"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000,</p> <p>"Mezzanine Facility Agreement" means the mezzanine loan agreement dated 6 October 2007 (as amended and restated on 30 October 2007 and from time to time) between, Ristretto Group Sarl, certain of its Subsidiaries, certain banks and financial institutions, the Security Agent and Deutsche Bank AG, London branch as facility agent,</p> <p>"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, the Intercreditor Agreement, any fee letter, accession letter, selection notice, utilisation request, security document, syndication letter, or syndication strategy letter that is a finance document under the Mezzanine Facility Agreement and any other document designated as such by Deutsche Bank AG, London branch in its capacity as facility agent under the Mezzanine Facility Agreement and Ristretto Group Sarl,</p> <p>"Mezzanine Finance Parties" means Deutsche Bank AG, London branch in its capacity as facility agent under the Mezzanine Facility Agreement, the Security Agent, The Royal Bank of Scotland plc and Deutsche Bank AG, London branch in their capacity as mandated lead arrangers under the Mezzanine Facility Agreement and any Lender or Hedging Counterparty (each under and as defined in the Mezzanine Facility Agreement) and their successors in title, permitted assigns and permitted transferees,</p> <p>"Receivables" means</p> <p>(a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</p> <p>(b) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, securities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and</p> <p>(c) all proceeds of any of the foregoing,</p> <p>"Related Rights" means, in relation to any Investments or Charged Shares (i) all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be) and (ii) (A) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (B) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant</p>	

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Short particulars	<p>Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Ristretto Group" means Ristretto Holdings SCA and each of its Subsidiaries from time to time,</p> <p>"Secured Obligations" means all indebtedness, liabilities and obligations which now or at any time hereafter may be due, owing or incurred under the Finance Documents in any manner whatsoever to the Security Beneficiaries by any Group Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Security Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated, in each case, under the Finance Documents, including all liabilities from time to time assumed or incurred by the Security Beneficiaries at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries or for keeping any Group Company's account, provided that no obligation or liability shall be included in the definition of Secured Obligations to the extent that, if it were so included, this Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Act,</p> <p>"Security Beneficiaries" means together each of the Senior Finance Parties and the Mezzanine Finance Parties which is party to, or which has entered into a deed of accession to, the Intercreditor Agreement,</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 6 October 2007 (as amended and restated on 30 October 2007 and from time to time) between, Ristretto Group Sarl, certain of its Subsidiaries, certain banks and financial institutions, the Security Agent and The Royal Bank of Scotland plc, Paris branch as facility agent,</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, the Intercreditor Agreement, any ancillary document, fee letter, accession letter, security document, syndication letter, syndication strategy letter, Incremental Facility Document, selection notice, utilisation request or hedging agreement that is a senior finance document under the Senior Facilities Agreement and any other document designated as such by The Royal Bank of Scotland plc, Paris branch in its capacity as facility agent under the Senior Facilities Agreement and Ristretto Group Sarl,</p> <p>"Senior Finance Parties" means The Royal Bank of Scotland plc, Paris branch in its capacity as facility agent under the Senior Facilities Agreement, the Security Agent, The Royal Bank of Scotland plc and Deutsche Bank AG, London branch in their capacity as mandated lead arrangers under the Senior Facilities Agreement, The Royal Bank of Scotland plc as Issuing Bank, any Lender, Ancillary Lender or Hedge Counterparty (each under and as defined in the Senior Facilities Agreement) and their respective successors or permitted assigns,</p>	

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Short particulars	<p>"Subsidiaries" means, in relation to a company or corporation, a company or corporation</p> <p>(a) which is controlled, directly or indirectly, by the first-mentioned company or corporation,</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or</p> <p>(c) which is a Subsidiary of another Subsidiary of the first-mentioned company or corporation,</p> <p>"VAT" means value added tax as provided for in the Value Added Tax Act 1994 or any regulations promulgated thereunder,</p> <p>"Whiskey" means Williams Scotsman International, Inc a corporation incorporated under the laws of the State of Delaware, and</p> <p>"Whiskey Group" means Whiskey and each of its Subsidiaries for the time being</p> <p>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>I FIXED SECURITY</p> <p>I 1 Fixed charges</p> <p>Under the Debenture, as a continuing security for the payment or discharge of the Secured Obligations, the Company, with full title guaranteed, charged, and agreed to charge, in favour of the Security Agent the following assets which are at any time owned by the Company, or in which the Company is from time to time interested,</p> <p>I 1 1 by way of first legal mortgage,</p> <p>(a) all freehold estates, and</p> <p>(b) leasehold estates which (A) had more than 15 years left to run as at the date of the Debenture (B) which were originally granted for a period of 30 years or more and (C) have a rent payable of not more than £5,000 per annum,</p> <p>in each case owned by it including but not limited to the freehold and leasehold property specified in Schedule 2 (<i>Mortgaged Property</i>) to the Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>I 1 2 by way of first fixed equitable charge all other freehold interests and leasehold interests (not being mortgaged as described in sub-paragraph I 1 1 above)</p>

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Short particulars	<p>vested in the Company and, in the case of leasehold interests, held under leases with more than 15 years left unexpired as at the date of the Debenture together with all the buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>1 1 3 by way of first mortgage and fixed charge all Charged Shares, together with all Related Rights from time to time accruing thereto,</p> <p>1 1 4 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested,</p> <p>1 1 5 by way of first fixed charge all Intellectual Property in which the Company has a legal or equitable interest, including but not limited to all Intellectual Property set out in Schedule 5 (<i>Intellectual Property</i>) to the Debenture,</p> <p>1 1 6 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets,</p> <p>1 1 7 by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles owned by it and its interest in any plant, machinery, computers, office equipment or vehicles in its possession,</p> <p>1 1 8 by way of first fixed charge all Receivables, and</p> <p>1 1 9 by way of first fixed charge all the goodwill and uncalled capital of the Company</p> <p>1 2 Consent assets</p> <p>1 2 1 There was excluded from the fixed charge described in paragraph 1 1 (<i>Fixed charges</i>) above and from the operation of clause 8 (<i>Further Assurance</i>) of the Debenture all leasehold property held by the Company under a lease which either precludes absolutely or unconditionally (including by requiring the consent of any third party) the Company from creating any mortgage or charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained</p> <p>1 2 2 For each Excluded Property falling within the scope of sub-paragraph 1 1 1 (<i>Fixed charges</i>) above it was agreed that the Company would use its reasonable endeavours to obtain the consent of the relevant third party to waive any prohibition in such lease to the Company charging such leasehold property</p> <p>1 3 Non-Assignment</p>	

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Short particulars	<p>To the extent that any rights, title or interest in any asset which the Company purports to assign or charge pursuant to the Debenture is not assignable or capable of assignment or charge, it was agreed that the assignment or charge (as the case may be) of that right purported to be effected by the Debenture would operate as an assignment or charge (as the case may be) of any damages, compensation, remuneration, profit, rent or income which the Company may derive from those rights, title or interest or be awarded or entitled to in respect of those rights, title or interest</p> <p>1 4 Intra-group loans</p> <p>Under the Debenture, there was excluded from the fixed charge described in paragraph 1 1 above (<i>Fixed charges</i>) and from the operation of clause 8 (<i>Further Assurance</i>) of the Debenture, all inter-company loans or other receivables due from one member of the Group to another member of the Group</p> <p>2 FLOATING CHARGE</p> <p>Under the Debenture, as further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future if and to the extent that they are not effectively charged by way of first fixed mortgage or charge pursuant to the provisions described in paragraph 1 1 (<i>Fixed charges</i>) above. The floating charge created under the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>3 NEGATIVE PLEDGE</p> <p>The Debenture contains a negative pledge</p> <p>4 FURTHER ASSURANCE</p> <p>The Debenture contains covenants for further assurance</p>	