

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

THURSDAY



LD4

"L2ZP498Z"

16/01/2014

#83

COMPANIES HOUSE

1 Company details

Company number 0 0 6 7 7 5 5 6
Company name in full Linpac Group Holdings Limited (the "Company")

(13)

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 ①

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**

① 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 ②

Charge creation date 0 7 0 6 2 0 1 2

② 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 Assignment of Contracts (the "Deed") dated 7 June
2012 between the Company and Deutsche Bank AG,
London Branch (the "Security Agent").

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

Short particulars

Please give the short particulars of the property or undertaking charged

See Schedule 1 to this form for particulars of the property charged and see Schedule 2 to this form for defined terms.

Continuation page

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

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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 ①

				-					-				
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① 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

☒ 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)

Timothy

Surname

Sawyer

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

One Silk Street

Post town

London

County/Region

Postcode

E C 2 Y 8 H Q

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

Person's interest in the charge

Solicitor for the chargor

C3

Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

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 Paul Doe

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX

Telephone 0207 456 2000



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



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



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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Short particulars

SCHEDULE 1

1 COVENANT TO PAY

Pursuant to Clause 2 1 (*Covenant to Pay*) of the Deed (as set out in this paragraph 1), the Company agreed, as primary obligor and not only as a surety, that promptly on demand of the Security Agent it will pay to the Security Agent any Secured Obligation which is due and payable but unpaid

2 LEGAL ASSIGNMENT

2.1 Assignment

Pursuant to Clause 3 1 (*Assignment*) of the Deed (as set out in this paragraph 2 1) and subject to Clause 3 2 (*Non-Assignable Rights*) of the Deed (as set out in paragraph 2 2 below), the Company, with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, assigned absolutely to the Security Agent the Assigned Rights to hold the same for itself and on trust for the Secured Creditors on the terms set out in the Intercreditor Agreement

2.2 Non-Assignable Rights

The Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 3 1 (*Assignment*) of the Deed (as set out in paragraph 2 1 above) cannot be or is not effectively assigned pursuant to Clause 3 1 (*Assignment*) of the Deed (as set out in paragraph 2 1 above) for whatever reason, the Company shall

- (a) promptly notify the Security Agent of the same and the reasons therefor,
- (b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations, and
- (c) take such steps as the Security Agent may require to remove such impediment to an assignment (to the extent permitted as a matter of law)

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3 CONTINUING AND INDEPENDENT SECURITY

Pursuant to Clause 5.1 (*Continuing and Independent Security*) of the Deed (as set out in this paragraph 3), the Deed shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set off) which the Security Agent may have at any time, as regards the Company or any other person in respect of the Secured Obligations or any of them

4 NEGATIVE PLEDGE AND DISPOSALS

Pursuant to Clause 7.1 (*Negative Pledge and Disposals*) of the Deed (as set out in this paragraph 4), the Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Contract or any of the Assigned Rights except to the extent and in the manner expressly permitted under the Finance Documents

5 FURTHER ASSURANCE: GENERAL

Pursuant to Clause 8.1 (*Further Assurance General*) of the Deed (as set out in this paragraph 5), the Company shall from time to time and at its own expense give all such assurances and do all such things as the Security Agent may require or consider desirable to perfect, preserve or protect the security created or intended to be created by the Deed or to enable the Security Agent to exercise any of the rights and powers conferred on it by the Deed or by law and to that intent the Company shall execute (in such form as the Security Agent may require in favour of the Security Agent or its nominees) all such instruments, deeds and agreements and give all such notices and directions as the Security Agent may consider necessary in accordance with Clause 8.1 (*Further Assurance*)

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General of the Deed (as set out in this paragraph 5) The obligations of the Company under Clause 8.1 (*Further Assurance General*) of the Deed (as set out in this paragraph 5) are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provision) Act 1994

SCHEDULE 2

Definitions

"Allibert" means Linpac Allibert Limited (formerly known as LINPAC Materials Handling Limited), a company incorporated in England and Wales (registered number 05319852) having its registered office at 3180 Park Square, Birmingham Business Park, Birmingham, West Midlands, B37 7YN

"Assigned Rights" means all of the Company's present and future rights, title, interest and benefits in, to and in respect of each Contract including, without limitation all its present and future claims, cause of action, payments and proceeds in respect of each Contract

"Certificates" means any certificates issued by the Purchaser in respect of the Notes and any PIK Notes

"Contracts" means

- (a) the Loan Note Instrument (including the OEP Guarantee),
- (b) the Notes and any Certificates issued in respect thereof,
- (c) any PIK Notes and any Certificates issued in respect thereof,
- (d) any letter of credit or other instrument replacing the OEP Guarantee pursuant to clause 6.9 of the Loan Note Instrument,
- (e) the JPM Guaranty, and
- (f) the Mortgage,

entered into or to be entered into from time to time and as amended, restated, varied, novated or supplemented from time to time

"Finance Documents" has the meaning given to that term in the Senior Facilities Agreement

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"Freehold Business Premises" has the meaning ascribed thereto in the Sale and Purchase Agreement

"Group" means LINPAC Group Holdings Limited, a company incorporated in England and Wales (registered number 00677556) having its registered office at 3180 Park Square, Birmingham Business Park, Birmingham B37 7YN and its subsidiaries

"Intercreditor Agreement" means the intercreditor agreement dated 21 December 2009 between, *inter alia*, the Security Agent, the Senior Lenders (as defined therein) and the Debtors (as defined therein)

"JPM Guaranty" means the New York law governed guaranty issued on or about 29 February 2012 by JP Morgan Chase & Co in favour of the Company securing the OEP Guarantee

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

"Loan Note Instrument" means the loan note instrument entered into on or about 29 February 2012 by the Purchaser and OEP

"Mortgage" means any fixed charge or mortgage over the Freehold Business Premises or such other asset granted in favour of the Company pursuant to clause 8.1 of the Loan Note Instrument

"Mouldings No 2" means Linpac Mouldings (No 2) Limited (formerly known as Hackremco (No 2195) Limited), a company incorporated in England and Wales (registered number 05209362) having its registered office at 3180 Park Square, Birmingham Business Park, Birmingham, West Midlands, B37 7YN

"Notes" means the following rate subordinated guaranteed unsecured loan notes due December 31, 2013 issued by the Purchaser pursuant to the Loan Note Instrument

"Obligors" has the meaning given to that term in the Senior Facilities Agreement

"OEP" means One Equity Partners IV, LP

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"OEP Guarantee" means the guarantee granted by OEP pursuant to Clause 6 of the Loan Note Instrument of all of the obligations of the Purchaser under the Loan Instrument (including the Conditions (as defined therein)), the Notes and the PIK Notes

"PIK Notes" means, if any, the floating rate subordinated guaranteed unsecured loan notes due December 31, 2013 issued by the Purchaser pursuant to the Loan Note Instrument

"Purchaser" means LA Holding B V

"Receiver" means a receiver and/or manager or any other receiver (whether appointed pursuant to the Deed or any statute, by a court or otherwise) of any of the Assigned Rights

"Sale and Purchase Agreement" means the agreement for the sale and purchase of shares in, and business and assets of certain members of the Group between amongst others, Mouldings No 2, Allibert and the Purchaser dated 14 July 2011

"Secured Creditors" means the Senior Finance Parties and any Receiver appointed under the Deed

"Secured Obligation" means all present and future Liabilities of the Company and any other Obligor to the Secured Creditors (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitations all liabilities arising out of any extension, variations and, modifications, restatement and novation of such Finance Documents whatsoever) provided that no Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) or any provisions of the Deed would be unlawful or prohibited by any applicable law

"Security" means the security created or intended to be created by the Deed

"Security Period" means the period beginning on the date of the Deed and ending on the date upon which the Security Agent is satisfied that

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to any Company or any other Obligor under any of the Finance Documents, and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full

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"Senior Facilities Agreement" means the senior facilities agreement dated 20 June 2003 (as amended and restated from time to time by, amongst others, the Intermediate Parent (as defined therein) the Original Borrowers (as defined therein), the Original Guarantors (as defined therein), Deutsche Bank AG, London Branch as mandated lead arranger, agent and security agent and the financial institutions named therein as lenders

"Senior Finance Parties" has the meaning given to that term in the Intercreditor Agreement