

# MR04

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



Companies House

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 for**  
You may not use this  
register a statement  
in full or in part of a  
charge against an LL  
MR04.

THURSDAY



A13      \*A6BISQBC\*      #360  
27/07/2017  
COMPANIES HOUSE

### 1 Company details

Company number    0   1   3   5   1   6   4   8

Company name in full    Brintons Overseas Holdings Limited

→ 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

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   2   0   9   2   0   1   1

### A2 Charge number

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

Charge number\*    0   0   0   5

### 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    Share Mortgage dated 2 September 2011 (the "Share Mortgage")  
and entered into between the Mortgagor and Carlyle Strategic  
Partners II Luxembourg S.a.r.l as mortgagee ("the Mortgagee")

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

See continuation pages

**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 <sup>①</sup>

-     -

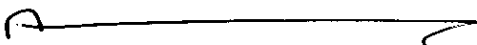
**① Charge code**

This is the unique reference code allocated by the registrar.

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**Part C To be completed for all charges**

<b>C1</b>	<b>Satisfaction</b>	
	I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box.	
	<input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	
<b>C2</b>	<b>Details of the person delivering this statement and their interest in the charge</b>	
	Please give the name of the person delivering this statement	
Name	BRINTONS OVERSEAS HOLDINGS LIMITED	
	Please give the address of the person delivering this statement	
Building name/number		
Street	STOURPORT ROAD	
Post town	KIDDERMINSTER	
County/Region	WORCESTERSHIRE	
Postcode	D Y 1 1 7 P 7	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	MORTGAGOR	
<b>C3</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	<div>Signature X  X</div>	

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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	Terry Charalambous									
Company name	Latham & Watkins									
Address	99 Bishopsgate									
Post town	London									
County/Region	London									
Postcode	E	C	2	M		3	X	F		
Country	United Kingdom									
DX										
Telephone	020 7710 3095									

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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.	
	<p>1. MORTGAGE</p> <p>1.1 Creation</p> <p>The Mortgagor has mortgaged the Mortgaged Property to the Mortgagee (for the benefit of the Secured Parties) as continuing security for payment of the Secured Obligations</p> <p>1.2 Continuing security and obligations</p> <p>The Share Mortgage is a continuing security until the Mortgagee releases all Mortgaged Property from the Share Mortgage, despite any intermediate payment, discharge, settlement, release or other matter. The Mortgagor's obligations under this document continue despite any full or partial release of Mortgaged Property</p> <p>2. DEALING WITH MORTGAGED PROPERTY</p> <p>(a) Until the PPSA Registration Commencement Time, except where the Mortgagee has first consented in writing, the Mortgagor must not, and must not agree or attempt to, sell, assign, transfer, dispose or part with possession of, lease, licence or otherwise deal with, any of the Mortgaged Property</p> <p>(b) On and from the PPSA Registration Commencement Time, except where the Mortgagee has first consented in writing, the Mortgagor must not, and must not agree or attempt to, sell, assign, transfer, dispose or part with possession of, lease, licence or otherwise deal with, any of the Mortgaged Property, except for a sale or lease of personal property that is Mortgaged Property in the ordinary course of the Mortgagor's business of selling or leasing personal property of that land in circumstances where section 46(2) of the PPSA does not apply</p> <p>3. FURTHER ASSURANCES</p> <p>The Mortgagor must do (and must use its reasonable endeavours to procure that anyone else who has an interest in the Mortgaged Property or who claims under or in trust for the Mortgagor does) whatever the Mortgagee requires to</p> <p>(a) better secure the Mortgaged Property for payment of the Secured Obligations,</p> <p>(b) ensure that the Security Interest created under the Share Mortgage is enforceable, perfected and otherwise effective,</p> <p>(c) enable the Mortgagee to apply for any registration, or give any notification, in connection with the Security Interest created under the Share Mortgage so that it has the priority contemplated by the Share Mortgage, and</p> <p>(d) enable the better exercise of any Power</p>	

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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

This includes

- (e) anything the Mortgagee requires in order for it to
- (i) register and maintain (including renew before expiry) one or more financing statements in relation to any Security Interest in personal property created by any document,
- (ii) remove any financing statement which is registered against the Mortgagor or in relation to any Security Interest which is not a Permitted Security Interest; or
- (iii) obtain possession or control of any Mortgaged Property for the purpose of perfecting any Security Interest in that property by possession or control for the purposes of the PPS Law,
- (f) granting a legal or statutory mortgage over any Marketable Securities acquired by the Mortgagor;
- (g) paying any Taxes on and registering the Share Mortgage with the priority required by the Mortgagee, and
- (h) executing and delivering to the Mortgagee transfer forms in relation to any of the Mortgaged Property, undated and blank as to transferee and consideration

#### 4. APPOINTMENT OF ATTORNEY

The Mortgagor for valuable consideration, to secure the performance of the Secured Obligations, has irrevocably appointed the Mortgagee, each Authorised Representative of the Mortgagee and each Receiver separately as its attorney to do any or all of the following on the Mortgagor's behalf and in the Mortgagor's or the attorney's name after a Default occurs

- (a) anything which the Mortgagor must do under any document or under law in connection with any document,
- (b) anything which the Attorney considers necessary or expedient to give effect to a Power or exercise of a Power, or to perfect any document, including by signing any document for that purpose,
- (c) anything which an Attorney is expressly empowered to do under any document on the Mortgagor's behalf, and
- (d) exercise any Rights and voting rights in respect of the Mortgaged Property, and direct payment of all Proceeds in accordance with this document

The Mortgagor has agreed to ratify anything done by its Attorney under this power of attorney. An Attorney may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation

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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	<p><b>DEFINITIONS</b></p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings.</p> <p>“Attorney” means an attorney appointed by the Mortgagor under the Share Mortgage “Authorised Representative” means a director or company secretary, or</p> <p>(a) in respect of the Mortgagor, a person it notifies to the Mortgagee (with a certified copy of that person’s specimen signature) as being its authorised representative for the purposes of the Share Mortgage where the Mortgagee has no notice of revocation of that authority, and</p> <p>(b) in respect of the Mortgagee, a person whose title or acting title includes ‘associate’, ‘manager’, ‘director’, ‘executive’, ‘chief’, ‘head’, ‘counsel’ or ‘president’, or a person notified to the other parties as being its authorised representative for the purposes of the Share Mortgage</p> <p>“Corporations Act” means the Corporations Act 2001 (Cth)</p> <p>“Default” means an event or circumstance specified in clause 6.1 of the Share Mortgage</p> <p>“External Administrator” means an administrator, controller or managing controller (each as defined in the Corporations Act), trustee, provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity</p> <p>“Finance Parties” means each Noteholder and the Mortgagee</p> <p>“GST” has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth)</p> <p>“Guarantee” means a guarantee, indemnity, letter of credit, legally binding letter of comfort or other obligation of any kind.</p> <p>(a) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;</p> <p>(b) to indemnify any person against the consequences of default in the payment of, or</p> <p>(c) to be responsible for,</p> <p>an obligation or monetary liability of another person or the assumption of any responsibility or obligation in respect of</p>	

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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	<p>the solvency or financial condition of another person</p> <p>“Liquidation” means</p> <p>(a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction, or</p> <p>(b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them</p> <p>“Marketable Securities” means.</p> <p>(a) a marketable security as defined in the Corporations Act,</p> <p>(b) a negotiable instrument,</p> <p>(c) a unit or other interest in a trust or partnership, and</p> <p>(d) a right or an option in respect of any of the above, whether issued or unissued</p> <p>“Mortgaged Property” means all present and future Mortgaged Securities, Rights and Proceeds and any certificate, registration, title or other evidence of ownership of, or rights to, any of those things.</p> <p>“Mortgaged Securities” means any Marketable Securities (present or future) in which the Mortgagor has an interest, including the Marketable Securities described in Schedule 1 to the Share Mortgage</p> <p>“Note Document” has the meaning given to that term in the PIK Loan Note Instrument</p> <p>“Noteholder” has the meaning given to that term in the PIK Loan Note Instrument.</p> <p>“Permitted Security Interest” means</p> <p>(a) each Security,</p> <p>(b) a Security Interest consented to by the Mortgagee in writing (unless the consent was conditional and any of the conditions are not complied with), and</p> <p>(c) a lien or charge arising by operation of law in the ordinary course of ordinary business (unless the lien or charge secures overdue debts)</p> <p>“PDC Loan Note Instrument” means the PIK loan note instrument dated on or about the date of the Share Mortgage under which Lytham Holdco Limited has issued loan notes to the Noteholders</p> <p>“Power” means any right, power, discretion or remedy of a Secured Party, a Receiver or an Attorney under any document or applicable law</p>	



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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

“PPS Law” means

- (a) the PPSA and any regulation made at any time under the PPSA, including the PPS Regulations (each as amended from time to time), and
- (b) any amendment made at any time to any other legislation as a consequence of a law or regulation referred to in paragraph (a) above

“PPS Regulations” means the Personal Property Securities Regulations 2010 (Cth)

“PPSA” means the Personal Property Securities Act 2009 (Cth)

“PPSA Registration Commencement Time” means the ‘Registration Commencement Time’ as defined in the PPSA

“Proceeds” means all money (in whatever currency) and amounts payable to the Mortgagor or to which the Mortgagor is entitled at the date of the Share Mortgage or in the future (whether alone or with any other person) on any account or in any way whatever under, or as holder of, any Mortgaged Securities or Rights, including distributions, dividends, bonuses, profits, return of capital, interest and all proceeds of sale, redemption or disposal

“Receiver” means a receiver or receiver and manager appointed under the Share Mortgage

“Rights” means

- (a) rights to acquire Marketable Securities arising because the Mortgagor has an interest in the Mortgaged Securities, including due to any allotment, offer, substitution, conversion, consolidation, reclassification, redemption, reconstruction, amalgamation, subdivision, reduction of capital, Liquidation or scheme of arrangement in relation to any Mortgaged Securities, and

- (b) any other rights of the Mortgagor of any kind in connection with the Mortgaged Securities, including in relation to any Proceeds

“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to any Secured Party by the Mortgagor under any Note Document at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith

“Secured Parties” means the Finance Parties and any Receiver

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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

“Security” means

- (a) the Share Mortgage, and
- (b) each other present or future Security Interest, Guarantee or other document or agreement created or entered into as security (directly or indirectly) for the payment of the Secured Obligations to a Secured Party

“Security Interest” means any

- (a) ‘security interest’ as defined in the PPS Law,
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements), and
- (c) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset,

and includes any agreement to create any of them or allow them to exist

“Taxes” means any tax, levy, duty, rate, impost or charge imposed, levied or assessed by a Government Agency, and any related penalty, fine, fee or interest. It includes stamp duty, GST and transaction taxes and duties