

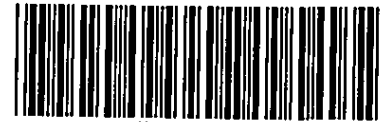
MR04

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



LD4

L59BVRKJ

17/06/2016

#115

COMPANIES HOUSE

1 Company details

Company number 0 2 3 8 7 4 6 1

Company name in full ABI 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 d1 d0 m1 m1 y2 y0 y1 y0

A2 Charge number

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

Charge number* 1 3

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 SECURITY AGREEMENT

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

Short particulars

Please give the short particulars of the property or undertaking charged

Please see the attached continuation pages for short particulars of the property or undertaking charged

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 ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	PART I – PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED	
	<p>1 By Clause 2 1 (<i>General</i>) of the Security Agreement</p> <p>(a) all the security created under the Security Agreement is created in favour of the Chargee, is created over present and future assets of the Chargor, is security for payment of the Secured Liabilities and is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(b) the Chargee holds the benefit of the Security Agreement on trust for the Chargee</p> <p>2 By Clause 2 2 (<i>Land</i>) of the Security Agreement</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any), and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property</p> <p>(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>3 By Clause 2 3 (<i>Investments</i>) of the Security Agreement</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all shares in any member of the Group (other than the Chargor) owned by it or held by any nominee on its behalf, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge the interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf This includes 1,600,000 shares of £1 (Sterling) each of Associated Biscuits International Limited</p>	

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to its end, and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution</p>	
4	By Clause 2 4 (<i>Plant and machinery</i>) of the Security Agreement, the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession	
5	By Clause 2 5 (<i>Insurances</i>) of the Security Agreement, the Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest	
6	<p>By Clause 2 6 (<i>Other contracts</i>) of the Security Agreement, the Chargor assigns absolutely, subject to a proviso for re assignment on redemption, all of its rights in respect of</p> <p>(a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause,</p> <p>(b) any letter of credit issued in its favour, and</p> <p>(c) any bill of exchange or other negotiable instrument held by it</p>	
7	<p>By Clause 2 7 (<i>Intellectual property</i>) of the Security Agreement, the Chargor charges by way of a first fixed charge, all of its rights in respect of</p> <p>(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar rights this includes the patents and trademarks (if any),</p> <p>(b) any copyright or other intellectual property monopoly rights, or</p> <p>(c) any interest (including by way of licence) in any of the above,</p> <p>in each case whether registered or not and including all applications for the same</p>	
8	<p>By Clause 2 8 (<i>Miscellaneous</i>) of the Security Agreement, the Chargor charges by way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension funds,</p> <p>(b) its goodwill</p>	

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Short particulars	<p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p>9 By Clause 2 9 (<i>Floating charge</i>) of the Security Agreement</p> <p>(a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause, including but not limited to the Pound Sterling denominated account which the Chargor maintains with The Hongkong and Shanghai Banking Corporation, London branch with account number,</p> <p>(b) Except as provided below, the Chargee may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Even of Default (as defined in the Credit Agreement) is outstanding, or</p> <p>(ii) the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,</p> <p>(c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000</p> <p>(d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Chargee receives notice of an intention to appoint an administrator</p> <p>(e) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>10 By Clause 5 8 (<i>Acquisition</i>) of the Security Agreement</p> <p>(a) If the Chargor acquires any freehold or leasehold property after the date of this Deed it must</p> <p>(i) notify the Chargor immediately,</p>	

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Please give the short particulars of the property or undertaking charged

Short particulars

- (ii) immediately on request by the Chargee and at the cost of the Chargor, execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that property in any form which the Chargee may require,
 - (iii) if the title to that freehold or leasehold property is registered at H M Land Registry or required to be so registered, give H M Land Registry written notice of this Security, and
 - (iv) if applicable ensure that this Security is correctly noted in the Register of Title against that title at H M Land Registry
 - (b) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent
- 11 By Clause 17 (*Further Assurances*) of the Security Agreement, the Chargor must, at its own expense, take whatever action the Chargee or a Receiver may require for
- (a) creating, perfecting or protecting the Security Interest created or intended to be created by this Deed, or
 - (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of its delegates or subdelegates in respect of any Security Asset. This includes
 - (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, or
 - (ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Chargee may think expedient
- Please refer to the Security Agreement for further particulars of the property mortgaged or charged

PART II – COVENANTS AND RESTRICTIONS

- 1 By Clause 4 (*Restrictions*) of the Security Agreement, the Chargor must not
- (a) create or permit to subsist any Security Interest on any Security Asset, and
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Credit Agreement

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Short particulars

- 2 By Clause 5 7 (*Compliance with leases*) of the Security Agreement, the Chargor must
 - (a) perform all the terms on its part contained in any lease comprised in the Mortgaged Property, and
 - (b) not do or allow to be done any act as a result of which any lease comprised in the Mortgaged Property may become liable to forfeiture or otherwise be terminated
- 3 By Clause 5 11 (*Leases*) of the Security Agreement, the Chargor must not grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property
- 4 By Clause 8 3 (*Preservation*) of the Security Agreement, the Chargor must not, without the prior consent of the Charges
 - (a) amend or waive any term of, or terminate, any Relevant Contract, or
 - (b) take any action which might jeopardise the existence or enforceability of any Relevant Contract
- 5 By Clause 9 (*Bank Accounts*) of the Security Agreement, the Chargor shall not have any bank accounts other than those permitted under the Credit Agreement

PART III – DEFINITIONS

In addition to capitalised terms defined elsewhere in this form, the following terms have the following meanings in this form and continuation pages

Act means the Law of Property Act 1925

Borrower means Leila Lands Limited, a company incorporated under the laws of Mauritius with registration number 15076/2009

Credit Agreement means the GBP Equivalent of US\$95,000,000 credit agreement dated on or about the date of this Deed between Leila Lands Limited, the Borrower and the Chargee

Finance Documents has the meaning given to it in the Credit Agreement

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

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Short particulars

Please give the short particulars of the property or undertaking charged

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the obligors due to or owed to the Chargee under the Finance Documents

Security Assets means all assets of the Chargor the subject of any security created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

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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	HARI CHANDRA
	Please give the address of the person delivering this statement
Building name/number	LINKLATERS SINGAPORE PTE LTD.
Street	ONE GEORGE STREET 17-01
Post town	SINGAPORE
County/Region	SINGAPORE
Postcode	0 4 9 1 4 5
	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	<div>Signature</div> <div>X LINKLATERS SINGAPORE PTE LTD. X</div> <div><i>Linklaters Singapore Pte Ltd</i></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 HARI CHANDRA

Company name
LINKLATERS SINGAPORE PTE
LTD

Address ONE GEORGE STREET 17-01

Post town SINGAPORE

Country/Region SINGAPORE

Postcode 0 4 9 1 4 5

Country SINGAPORE

DX +65 6692 5810

Telephone +65 6692 5700



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 NR 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