

MR04

Statement of satisfaction in full or in part of a charge

Oyez

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
You may not use this form to
register a statement of
satisfaction in full or in part of a mortgage or charge against an LLP
LL MR04.

WEDNESDAY



LD2 05/02/2014 #118
COMPANIES HOUSE

1 Company details	
Company number	0 5 5 9 6 1 6 8
Company name in full	A H Marks Holdings Limited

2 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	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	2 Property acquired If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired
Charge creation date	1 7 0 2 2 0 1 0

A2 Description of instrument (if any)	
Please give a description of the instrument (if any) by which the charge is created or evidenced	Continuation page Please use a continuation page if you need to enter more details
Instrument description	Composite all assets guarantee and indemnity and debenture (the "Debenture") between the Charging Company and one or more other companies as Obligor(s) and GE Commercial Finance Limited (the "Security Holder")

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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

See Schedule 1 for particulars of the property charged and Schedule 2 for the definitions of terms used in this Form MG04 and in Schedule 1.

SCHEDULE 1. SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED BY THE DEBENTURE

Defined terms used herein have the meaning set out in Schedule 2.

1 The Charging Company, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether at the date of the Debenture or in the future belonging to the Charging Company, in each case with full title guarantee:

1.1 Fixed Charges charged to the Security Holder by way of separate fixed charges:

- (a) by way of legal mortgage each property specified in Schedule 1 of the Debenture which is set opposite its name,
- (b) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 1 of the Debenture
- (c) by way of legal mortgage all the Specified Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Specified Plant and Equipment,
- (d) all of the Charging Company's goodwill, unpaid and/or uncalled capital,
- (e) all fixtures,
- (f) all of the Charging Company's Intellectual Property;
- (g) all of the Charging Company's Securities;
- (h) all loan capital, indebtedness or liabilities on any account or in any manner owing the Charging Company from any Subsidiary or any member of its Group;
- (i) all amounts realised by an administrator or liquidator of the Charging Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;
- (j) all of the Charging Company's documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents,
- (k) all of the Charging Company's Non-Vesting Debts,
- (l) all of the Charging Company's Other Debts;

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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

 - - - - - - - -

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)

A H Marks Holdings Limited

Surname

Please give the address of the person delivering this statement

Building name/number

Street

Wyke Lane

Wyke

Post town

Bradford

County/Region

West Yorkshire

Postcode

B D 1 2 9 E J

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

Person's interest in the charge

Chargor

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
Tom Hingley

Company name
Freshfields Bruckhaus Deringer LLP

Address
65 Fleet Street

London

England

Post town
United Kingdom

County/Region

Postcode
E C 4 Y 1 H S

Country

DX
DX 23 London/Chancery Lane

Telephone
020 7936 4000

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(m) all monies in the accounts specified in Clauses 4.2 1 of the Debenture and any other account in the name of that Charging Company under the control of or operated in accordance with the directions of the Security Holder

1.2 Floating charge charged to the Security Holder by way of a floating charge all of the Charging Company's undertaking, property, rights and assets (including, without limitation, the Plant and Equipment) whatsoever and wheresoever, both present and future (including to the extent that any of such undertakings, property, rights and assets are not effectively charged from time to time by any of the fixed charges or assigned by way of security under Clause 3.1.3 of the Debenture). The floating charge created by the Debenture is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

1.3 Assignments by way of security assigned and agreed to assign, by way of security to the Security Holder all its rights, title and interest in and to
(a) the benefits arising under any policies of insurance in which the Charging Company is interested or may at the date of the Debenture or thereafter have an interest;
(b) any contracts relating to or benefitting any of the Charged Assets

2 Further Advances: the security created by the Debenture secures both advances made at the date of the Debenture and further advances

3 Negative Pledge. the Debenture contains restrictions on the ability of the Charging Company to create or permit to arise any Encumbrance in respect of its Charged Assets and on its ability to sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein without the prior written consent of the Security Holder

SCHEDULE 2 DEFINITIONS OF TERMS USED IN FORM MG04 USED IN THE DEBENTURE

Administrator: an administrator appointed under the Debenture,

Appointee: an Administrator or Receiver, as the case may be,

Associated Rights: in relation to a Charging Company which is also a Client and any Debt, any of the following

- (i) all the rights of the Charging Company as an unpaid vendor or which arise under the Contract of Sale;
- (ii) all evidence of the Contract of Sale or its performance or any disputes arising;
- (iii) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar;
- (iv) the benefit of all insurances and all rights and powers under the insurance policies;
- (v) all Remittances, securities, Encumbrances and guarantees;
- (vi) all accounting records;
- (vii) all returned goods and their proceeds of sale

Business Finance Agreement: the agreement entered into between the Security Holder and one or more Clients which is entitled or otherwise referred to as the "Business Finance Agreement" and which incorporates the finance schedule and the GE Standard Terms;

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>Charged Assets in relation to the Charging Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same,</p> <p>Client: each person, other than the Security Holder, which is a party to the Business Finance Agreement;</p> <p>Contract of Sale: a contract in any form, including a purchase order, between an Obligor and a Debtor for the sale or hire of Goods or the provision of services or work done;</p> <p>Debts: in relation to the Charging Company, any obligation (present, future or contingent) of a Debtor to make payment to it under a Contract of Sale, together with all associated rights relating to it.</p> <p>Encumbrance: any mortgage, charge, pledge, standard security, lien, assignment or assignment by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right of set-off, trust arrangement or other arrangement for the purpose of, and having a similar effect to, the granting of security, whether by law or agreement or other security interest of any kind.</p> <p>Expenses: any of the following (i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis) (a) in relation to the Charged Assets, (b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents, (c) in procuring the payment, performance or discharge of the Secured Liabilities; or (d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto); and (ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents,</p> <p>Financing Documents: the following documents: (i) the Business Finance Agreement; (ii) the GE Standard Terms; (iii) the Debenture, (iv) any assignment by way of security; (v) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Security Holder; (vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities; and (vii) any agreement, instrument, notice or certificate delivered or entered into pursuant to, or ancillary to, or in connection with any, of the above.</p> <p>/continued</p>

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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

Group In relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 of the Companies Act 1985) and the Subsidiaries of that holding company,

Intellectual Property in relation to the Charging Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, knowhow, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,

Inventory in relation to the Charging Company, all inventory or stock at any time owned by the Charging Company, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease,

Non Vesting Debts: In relation to the Charging Company, any Debt to be purchased by the Security Holder under the Business Finance Agreement which either falls to vest in the Security Holder for any reason or where the assignment of that Debt to the Security Holder is void whether as between the Security Holder and the Charging Company or as between the Security Holder and any third party including, without limitation, a liquidator, administrator or creditor of the Charging Company, together with any associated rights relating to such Debts,

Obligors the Charging Company, each Client, and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of the Charging Company, Client or other such person to the Security Holder;

Other Debts: in relation to the Charging Company

(i) all present and future book and other debts due or owing to the Charging Company, the proceeds of the same and all other moneys due and owing to the Charging Company or which may become due and owing to it in the future;

(ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Charging Company with any bank, financial institution or other person and the debts represented thereby;

(iii) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and

(iv) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by the Charging Company in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (i), (ii) or (iii) above, including, in each case, all Remittances and Associated Rights in respect thereof but excluding, in the case of the Charging Company which is a Client (and for the period of time it is or remains a Client)

(i) Non-Vesting Debts; and

(ii) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement;

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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

Plant and Equipment: in relation to the Charging Company, all plant, machinery and other equipment (excluding the Specified Plant and Equipment specified in Schedule 3 to the Debenture) and all tools, furniture, fixtures, attachments, accessories and other tangible personal property (except inventory and fixtures) owned by it at the date of the Debenture or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

Real Property: in relation to the Charging Company, all freehold and leasehold properties and other real property both present and future of such Obligor (including the property or properties specified in Schedule 1 of the Debenture), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein),

Receiver: a receiver appointed under the Debenture,

Remittances. in relation to the Charging Company which is a Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by the Security Holder, such Charging Company or its agents towards discharge of a Debt,

Securities: in relation to the Charging Company, all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2 of the Debenture) and all other interests (included but not limited to, loan capital) both present and future held by the Charging Company in any company and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof,

Specified Plant and Equipment. in relation to the Charging Company the plant, machinery and other equipment set opposite its name in Schedule 3 of the Debenture

Subsidiary. a subsidiary within the meaning of section 736 of the Companies Act 1985 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 of the Companies Act 1985 as substituted by section 21 of the Companies Act 1989.