

# MR04

laserform

## 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](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 NOT for**  
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



LD3 26/08/2016 #258  
COMPANIES HOUSE

se  
ik

### 1 Company details

Company number 03092251

Company name in full Cinven Group Limited (the "Company")

→ **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 06/02/2012

### A2 Charge number

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

Charge number\* 4

### 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 Debenture in favour of Lloyds TSB Bank plc ("LTSB")  
(the "Debenture")

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

MR04

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

The Company with full title guarantee hereby charges to LTSB as a continuing security for the payment or discharge of the Secured Liabilities

1 by way of fixed charge

1 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 2 1 1 of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

1 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

1 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,

(see continuation sheet)

**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 ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① **Charge code**

This is the unique reference code allocated by the registrar

# MR04 - continuation page

## 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	<p>1 4 all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture,</p> <p>1 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,</p> <p>1 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise,</p> <p>1 7 all rights and Interests in and claims under all insurance contracts or policies now or in the future held by or inuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),</p> <p>1 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or inuring to the benefit of the Company (including all money payable under them),</p> <p>1 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,</p> <p>1 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture but owned by others,</p> <p>1 11 all the Company's rights now or in the future in relation to trade secrets and know how in any part of the world,</p> <p>1 12 all present and future book debts of the Company,</p> <p>1 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 and 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),</p> <p>1 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,</p> <p>(see continuation sheet)</p>	

# MR04 - continuation page

## 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 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p> <p>1 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Debenture, and</p> <p>1 17 all the Company's goodwill and uncalled capital for the time being</p> <p>2 By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture)</p> <p>3 The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of LTSB (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)</p> <p>3 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and</p> <p>3 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture</p> <p>4 To the extent that any such right, title and interest as is referred to in clause 2 2 of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities</p> <p>5 The Company will not without the prior written consent of LTSB create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of LTSB)</p> <p>(see continuation sheet)</p>

# MR04 - continuation page

## 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

6 The Company agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with LTSB may be retained as cover for and/or applied by LTSB at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as LTSB may select

7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture

8 The security created by or pursuant to the Debenture will be continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which LTSB may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right, remedy or security

Where

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 2.1, 2.2 and 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture,

"Group" means the Company, Cinven Partners LLP (Registered Number 0C366256) and Cinven Services Limited (Registered Number 03162555) and each of their Subsidiaries and "Group Company" shall be construed accordingly, and

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and "Subsidiaries" shall mean all or any of them, as appropriate

MR04

Statement of satisfaction in full or in part of a charge

## 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

Dentons UKMEA LLP

Please give the address of the person delivering this statement

Building name/number

One Fleet Place

Street

Post town

London

County/Region

Postcode

E C 4 M 7 W S

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

Person's interest in the charge

Solicitor for the chargee

/

/

**C3**

### Signature

Please sign the form here

Signature

Signature

X Dentons UKMEA LLP X

/

**MR04**

Statement of satisfaction in full or in part of a charge

**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 Amy O'Shea

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode E C 4 M 7 W S

Country

DX

Telephone +44 20 7242 1212

**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 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

**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)