In accordance with Section 859L of the Companies Act 2006

MR04

Statement of satisfaction in full or in part of a charge

Laserform

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 fo
You may not use this form register a statement of sat in full or in part of a mortg charge against an LLP Us LL MR04

MONDAY

A49LFMAX
A14 15/06/2015 #46
COMPANIES HOUSE

1 Company details

Company number: 0 4 0 2 1 4 6 5

Company name in full: Refresco 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: d1 d6 m0 m5 y2 y0 y1 y1

A2 Charge number

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

Charge number*: 0 0 0 8

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 dated 16 May 2011 between Refresco Holdings GB Limited ("**Refresco Holdings**"), Histogram Holdings Limited ("**Histogram Holdings**"), 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.

MR04

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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

Please see Schedule 1

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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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: Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number: One

Street: Bishops Square

Post town: London

County/Region: London

Postcode: E 1 6 A D

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

Person's interest in the charge: Allen & Overy LLP (acting on behalf of the Company)

12 June 2015

C3 Signature

Please sign the form here.

Signature

X Allen & Overy LLP 12/06/2015 X

(on behalf of the Company)

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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: Hannah Gates 0102345-0000003

Company name: Allen & Overy LLP

Address: One Bishops Square

Post town: London

County/Region: London

Postcode: E1 6AD

Country: United Kingdom

DX:

Telephone: +44(0)20 3088 0000

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 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

In accordance with Section 859L of the Companies Act 2006

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

Schedule 1

Short particulars of all property mortgaged or charged

1. FIXED CHARGES

The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement

(a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of Schedule 1 (*Real Property*) of the Debenture and all other Real Property now vested in the Company,

(b) by way of first fixed charge, all the Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 2 (*Assignments*) below or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment)

(i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it,

(ii) to the extent not effectively charged pursuant to paragraph (a) or (i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same,

(iii) all Charged Accounts,

(iv) all Investments and all Related Rights,

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Short particulars of the property or undertaking charged

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Short particulars

(v) all Insurances and all Related Rights,

(vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material Contracts and all Related Rights,

(vii) any pension fund (to the extent permitted as a matter of law),

(viii) all Authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same,

(ix) all goodwill and uncalled capital of the Company, and

(x) all of the Registered Intellectual Property Rights (if any) specified in Part 2 of Schedule 1 (*Registered Intellectual Property Rights*) of the Debenture and all other Registered Intellectual Property Rights of the Company

2. ASSIGNMENTS

2.1 Assignments

Subject to Clause 2 2 (*Non-Assignable Rights*) below, the Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of

(a) the Insurances and all Related Rights,

(b) all Assigned Accounts,

(c) all the Material Contracts and all Related Rights, and

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Short particulars

(d) to the extent not charged under the provisions of paragraph (a)(x) of Clause 1 (*Fixed Charges*) above, all Intellectual Property Rights

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 2 1 (*Assignments*) above cannot be or is not effectively assigned pursuant to Clause 2 1 for whatever reason, the Company shall

(a) upon becoming aware of that fact promptly notify the Security Agent of the same and the reasons therefore,

(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) subject to the Agreed Security Principles, take such steps as the Security Agent acting reasonably may require to remove such impediment to an assignment provided that the Company determines in good faith that such endeavours will not have a material adverse affect on commercial relationships with third parties

3. FLOATING CHARGE

3.1 Creation of Floating Charge

(a) The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 1 (*Fixed Charges*) above or effectively assigned pursuant to Clause 2 (*Assignments*) above

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3

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Short particulars of the property or undertaking charged

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Short particulars

3.2 Conversion of Floating Charge

(a) The Security Agent may, by notice to the Company, convert the floating charge created under the Debenture with immediate effect into a fixed charge if

(i) an Enforcement Event has occurred and is continuing, or

(ii) the Security Agent in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy which would be reasonably likely to give rise to an Event of Default,

and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies

(b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time

(i) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company,

(ii) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution, a writ of *fieri facias* or a third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under the Debenture and which would be reasonably likely to give rise to an Event of Default,

(iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or

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(iv) if the Company fails to comply with its covenant in Clause 5 (*Negative Pledge*) below,

provided that nothing in the Debenture shall cause the floating charge to crystallise by reason of the Company obtaining or of anything being done with a view to the Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986

(c) The giving of notice by the Security Agent pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of them) under any Debt Document

4. CONTINUING SECURITY

4.1 Continuing and Independent Security

The Security 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 or any other Secured Creditor may hold at any time for the Secured Obligations or any of them

4.2 New Accounts

If the Security Agent receives notice of any Security created or arising after the date of the Debenture in respect of the Secured Assets or any of them or makes demand of the Company for payment of any or all of the Secured Obligations

(a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand), and

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Short particulars of the property or undertaking charged

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Short particulars

(b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under the Debenture, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations

4.3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Security Agent may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Security Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, the Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made

4.4 Immediate Recourse

Neither the Security Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it by the Debenture or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them

4.5 Waiver of Defences

Neither the obligations of the Company under the Debenture, nor the Security and the rights, powers and remedies conferred on the Security Agent by the Debenture or by law shall be discharged, impaired or otherwise affected by

(a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person,

(b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Creditor in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect,

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Short particulars of the property or undertaking charged

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Short particulars

(c) any time or other indulgence being granted or agreed to or with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Agent or any other Secured Creditor in respect thereof,

(d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect thereof,

(e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them,

(f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect of the Secured Obligations or any of them, or

(g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under the Debenture, the Security or any of the rights, powers and remedies conferred on the Security Agent by the Debenture or by law

4.6 No Competition

Any right which the Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Security Agent or any other Secured Creditor, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of the Debenture as if such moneys, rights or security were held or received by the Security Agent under the Debenture

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Short particulars of the property or undertaking charged

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Short particulars

4.7 Appropriation

Neither the Security Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for applications pursuant to the terms of the Debenture provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations

5. NEGATIVE PLEDGE AND DISPOSALS

The Company will not

(a) create or permit to subsist any Security over all or any of its present or future assets other than

(i) Security constituted by or created pursuant to any of the Debt Documents, and

(ii) other Security which is not prohibited under the terms of the Debt Documents, and

(b) dispose of any of its assets except to the extent and in the manner which is not prohibited by the Debt Documents

6. FURTHER ASSURANCE

(a) Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture of by law, and/or

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Short particulars

(ii) to confer on the Security Agent or any Receiver or Delegate, Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(iii) following the occurrence of an Enforcement Event, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to the Debenture

(c) The obligations of the Company under this Clause 6 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994