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 X What t What this form is for ation, please You may use this form to register You may ice at: a statement of satisfaction in full register ouse.gov.uk in full oi or in part of a mortgage or charge against a company. charge a 02/03/2022 LL MRO COMPANIES HOUSE Company details Filling in this form Company number 2 5 7 Please complete in typescript or in bold black capitals. Company name in full **ROCKINGHAM MANAGEMENT LTD** All fields are mandatory unless specified or indicated by * 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. 6 3 2 ď ď Charge creation date A2 Charge number Please give the charge number. This can be found on the certificate. Charge number* **A3** Description of instrument (if any) Please give a description of the instrument (if any) by which the charge is Continuation page Please use a continuation page if created or evidenced. you need to enter more details. Instrument description A Deed of Debenture dated 16 May 2008 ("Debenture") and made between (1) the Company and others as chargors and (2) Ulster Bank Limited as security trustee for the Finance Parties (as defined below) ("Security Trustee").

Please give the short particulars of the property or undertaking charged. 1. Fixed Security The Chargor charges and agrees to charge to the Security Trustee	Continuation page Please use a continuation page if you need to enter more details.			
The Chargor charges and agrees to charge to the Security Trustee				
	1			
all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor or in which it from time to time has an interest				
(a) by way of first legal mortgage the Property (as defined below) (if any) specified in part 1 of schedule 2 of the Debenture (see Appendix A below) and all other Property (if any) now vested in or charged to the Chargor (not charged by clause 4 1(a)(1) of the Debenture),				
(b) by way of first fixed charge				
(i) (to the extent that they are not within 1(a) above (clause 4 1(1) in the Debenture) all other Property and all interests in Property (as defined below),				
Charges speed on an after 06/04/2012				
Charges created on or after 00/04/2015				
Charge code				
Please give the charge code. This can be found on the certificate.	• Charge code This is the unique reference code			
	allocated by the registrar.			
•				
	(a) by way of first legal mortgage the Property (as defined below) (if any) specified in part 1 of schedule 2 of the Debenture (see Appendix A below) and all other Property (if any) now vested in or charged to the Chargor (not charged by clause 4 1(a)(1) of the Debenture), (b) by way of first fixed charge (i) (to the extent that they are not within 1(a) above (clause 4 1(1) in the Debenture) all other Property and all interests in Property (as defined below), Charges created on or after 06/04/2013 Charge code Please give the charge code. This can be found on the certificate.			

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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. I 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	Robert Edward Roynon-Jones	
	Please give the address of the person delivering this statement	
Building name/number		
Street	Mitchell Road	
Post town	Corby	
County/Region	Northamptonshire	
Postcode	N N 1 7 5 A F	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in	Director on behalf of the Chargor	
the charge		
C3	Signature	
	Please sign the form here.	
Signature	Signature X	

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Presenter information	Important 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	Please note that all information on this form wil appear on the public record.		
visible to searchers of the public record.	☑ Where to send		
Contact name Robert Edward Roynon-Jones	You may return this form to any Companies Hous address. However, for expediency, we advise you to return it to the appropriate address below:		
Company name ROCKINGHAM MANAGEMENT LTD			
Address Mitchell Road	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.		
Post town Corby County/Region Northamptonshire	For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.		
Postcode N N 1 7 5 A F	DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).		
Country United Kingdom			
DX	For companies registered in Northern Ireland: The Registrar of Companies, Companies House,		
Telephone	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.		
✓ Checklist	DX 481 N.R. Belfast 1.		
We may return forms completed incorrectly or	T. Further information		
with information missing.	For further information, please see the guidance notes		
Please make sure you have remembered the following:	on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk		
☐ The company name and number match the information held on the public Register.	This form is available in an		
Part A Charges created before 06/04/2013	alternative format. Please visit the		
☐ You have given the charge date. ☐ You have given the charge number (if appropriate)	forms page on the website at		
You have completed the Description of instrument and Short particulars in Sections A3 and A4.	www.companieshouse.gov.uk		
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.			

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Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (iii) all of its rights under the appointment of any Professional (as defined below),
- (iv) the benefit of the Insurances (as defined below), all claims under the Insurances and all proceeds of the Insurances,
- (v) (to the extent that they are not within 1(a) and I(b)(i), (ii), (iii) and (iv) (clauses 4 1(a) or 4 1(b) in the Debenture) all plant and machinery now and in the future on the Property and the benefit of all contracts, licences and warranties relating to the same,
- (vi) (to the extent that they are not within 1(b)(v) above (clause 4 1 (c) in the Debenture) all computers, vehicles, office equipment and other equipment now and in the future on the Property) and the benefit of all contracts, licences and warranties relating to the same.
- (vii) the Charged Securities (as defined below) referred to in part 2 of schedule 1 of the Debenture (see Appendix B below) and all other Charged Securities not charged by 1(b) (clause 4 1(e)(i) in the Debenture) and in each case, together with all Related Rights (as defined below) from time to time accruing to those Charged Securities and all rights which a Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments (as defined below),
- (x) all accounts with any bank, financial institution or other person and all monies at any time standing to the credit of any such account, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (xi) all rights to recover VAT on any supplies made to it relating to the Charged Assets (as defined below) and any sums so recovered,
- (xii) to the extent that any Assigned Asset (as defined below) is not effectively assigned under clause 4 2 of the Debenture, by way of first fixed charge such Assigned Asset,
- (xiii) to the extent not otherwise charged or assigned in the Debenture, the benefit of all licences, consents, agreements and Authorisations (as defined below) held or used in connection with the business of the Chargor or the use of any of us assets, and
- (xiv) all of the goodwill and uncalled capital of the Chargor
- 2. Security Assignments

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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

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption in accordance with clause 32 1 of the Debenture) all its present and future right, title and interest in and to

- (a) the Rental Income (as defined below),
- (b) all Disposal Proceeds (as defined below),
- (c) the Occupational Leases (as defined below),
- (d) the Construction Documents (as defined below),
- (e) the Insurances, all claims under the Insurances and all proceeds of the Insurances,
- (f) all rights under any agreement or arrangement (including the Hedging Arrangements (as defined below)) it may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement,
- (g) all other Receivables (as defined below) (not assigned by 2(a), (b), (e) or (f) (clauses 4 2(a), 4 2(b), 4 2(e) or 4 2(f) in the Debenture), and
- (h) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents benefiting the Chargor in respect of the Property

To the extent that any Assigned Asset described in 2(e) (clause 4 2 (e) in the Debenture) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances

3. Floating Charge

The Chargor charges and agrees to charge by way of first floating charge all its present and future assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to 1 or 2 above (clauses 4 1 and 4 2 in the Debenture) or any other provision of the Debenture, and (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

Note 1

The Debenture contains a power of attorney in favour of the Security Trustee and each Receiver (as defined below)

Note 2

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Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

The Debenture contains the power to appoint a Receiver (as defined below)

Note 3 - Definitions

"Agent" means Ulster Bank Limited,

"Approved Plans" means the Priors Hall Approved Plans or, as the case may be, the Rockingham Approved Plans,

"Arranger" means Ulster Bank Limited,

"Architects" means the architect appointed from time to time by a Borrower in respect of the Development with the prior written approval of the Agent,

"Assigned Assets" means the Charged Assets expressed to be assigned pursuant to clause 4 2 of the Debenture,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Borrowers" means Corby Developments Limited and Bela Partnership Limited,

"Building Contract" means the contract or contracts entered into by a Borrower with the Building Contractor in respect of the Development approved by the Agent,

"Building Contractor" means the building contractor or contractors appointed from time to time by a Borrower in respect of the Development approved by the Agent,

"Building Surveyor" means the building surveyors appointed from time to time by a Borrower in respect of the Development approved by the Agent,

"Charged Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

(a) the securities specified in part 2 of schedule 2 of the Debenture and set out in Appendix B below, and

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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

(b) all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Chargor or in which the Chargor has an interest at any time,

"Chargors" means each of Corby Developments Limited, Bela Partnership Limited, Northants Rockingham Speedway Limited, Rockingham Land Limited, Rockingham Motor Speedway Limited and Stanwell Properties Limited,

"Collateral Warranties" means the collateral warranties (including step-in rights) from the Building Contractor, the Project Manager, each Professional and each Sub-Contractor in favour of the Security Trustee in form and substance satisfactory to the Agent,

"Construction Documents" means in relation to the relevant Development

- (i) the Approved Plans,
- (ii) the Building Contract,
- (iii) the appointment of each Professional,
- (iv) the Collateral Warranties,
- (v) the Development Agreement,
- (vi) any performance bond (where relevant), and
- (vii) any parent company guarantee (where relevant),

"Development" means the Priors Hall Development or, as the case may be, the Rockingham Development,

"Development Agreement" means the development agreement to be dated on or about the date of the Facility Agreement entered into between the Borrowers in relation to the Security Property,

"Disposal" means a sale or disposal (including a disposal by way of lease at a premium) of all or any part of the Security Property including a disposal of the shares of any Guarantor which owns part of the Security Property,

"Disposal Proceeds" means any and all sums payable, whether by purchasers or others, upon the Disposal of or the grant or creation of any interest in any part of the Security Property,

"Finance Document" means the Facility Agreement, each Security Document, any Accession Letter, any Resignation Letter and any other document designated as such by the Agent and the Borrowers,

"Finance Party" means a Lender, the Arranger, the Agent or the Security Trustee,

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Instrument description

"Hedging Arrangements" means any interest swap, collar, option or similar contract or arrangement which is entered into by a Borrower complying with clause 8 6 of the Debenture (and includes each and any arrangements between a Borrower and the hedging counterparty),

"Insurances" means all contracts and policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest,

- (a) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names, and
- (b) any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of a Chargor,
- "Lender" means Ulster Bank Limited,
- "Mechanical and Electrical Engineers" means any mechanical and electrical engineers appointed from time to time by a Borrower in respect of the Development, approved by the Agent,
- "Occupational Lease" means any lease, licence, tenancy or other occupational arrangement granted for occupation of the relevant part of the Security Property at any relevant time,
- "Original Guarantors" means each of Corby Developments Limited, Bela Partnership Limited, Northants Rockingham Speedway Limited, Rockingham Land Limited, Rockingham Motor Speedway Limited and Stanwell Properties Limited,
- "Original Obligor" means the Borrowers and the Original Guarantors together and "Original Obligor" means any of them,
- "Priors Hall Approved Plans" means the plans delivered to and approved in writing by the Agent in respect of the Priors Hall Development,
- "Priors Hall Development" means the development of the relevant part of the Security property by the relevant Obligor in accordance with the Priors Hall Approved Plans, the Priors Hall Financial Appraisal and the Priors Hall Development Programme,
- "Priors Hall Development Programme" means the building programme for the Priors Hall Development setting out details of the projected works (including the plans), any Necessary Consents and other statutory requirements and regulations and other consent

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Short particulars of the property or undertaking charged

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Short particulars

required in connection with it, the estimated timetable for the granting of any such permission and/or consents and the estimated timetable for completion as that programme is submitted to and approved by the Agent in writing,

"Priors Hall Financial Appraisal" means the analysis of costs and outline budget for the Priors Hall Development including comprehensive building cost estimates (including contingencies), build programmes, cash flows, sales forecasts, payment projections and profit projections, approved by the Agent in writing,

"Professional" means the Architect, Building Surveyor, Mechanical and Electrical Engineer, Planning Supervisor, Project Manager, Quantity Surveyor, Service Engineer Structural Engineer, and the expression includes any other professional consultants or sub-contractors with a material design responsibility appointed from time to time by a Borrower in respect of the Development approved by the Agent and "Professional" means any of them,

"Project Manager" means the project manager appointed from time to time by a Borrower in respect of the Development approved by the Agent,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Chargor or in which a Chargor has an interest at any time including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 of the Debenture and set out in Appendix A of this MR04 and

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of the whole or any part of that property, and
- (d) the benefit of all covenants given in respect thereof,

"Quantity Surveyor" means any quantity surveyor appointed from time to time by the Borrower in respect of the Development approved by the Agent,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

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Instrument description

(b) all proceeds of any of the foregoing

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Rental Income" means, at any time, the gross rents, licence fees and other monies reserved by or arising out of any Occupational Lease or any agreement for lease or otherwise, without limitation, derived by the relevant Borrower or the relevant Guarantor from the Security Property from time to time (including, without limitation, mesne profits),

"Rockingham Approved Plans" means the plans delivered to and approved in writing by the Agent in respect of the Rockingham Development,

"Rockingham Development" means the development of the relevant part of the Security Property by the relevant Guarantor in accordance with the Rockingham Approved Plans, the Rockingham Financial Appraisal and the Rockingham Development Programme,

"Rockingham Financial Appraisal" means the analysis of costs and outline budget for the Rockingham Development including comprehensive building costs estimates (including contingencies), projections and profit projections, approved by the Agent in writing,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Documents" means each Debenture, any and each Supplemental Debenture, the Subordination Deed and any other document creating security given to the Security Trustee as security trustee for the Finance Parties as security for amounts due or which may become due under the Finance Documents,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which

(a) all the Secured Obligations have been unconditionally and

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Short particulars

irrevocably paid and discharged in full, and

(b) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents

"Service Engineer" means any service engineer appointed from time to time by a Borrower in respect of the Development approved by the Agent,

"Structural Engineer" means any structural engineer appointed from time to time by a Borrower in respect of the Development approved by the Agent,

"Sub-Contractor" means any sub-contractor, sub-consultant, supplier or service provider other than a Professional appointed by the Building Contractor with design responsibility, in respect of any part of the Development including, without limitation, any plant, equipment or machinery mechanical and electrical installation, lift installation, cladding and specialist roofing comprised therein appointed from time to time by a Borrower with the prior written approval of the Agent,

"Subordination Deed" means

(i) any subordination deed to be executed by each Original Obligor and the Subordinated Lender in favour of the Security Trustee as security trustee for the Finance Parties on or prior to the date of the Facility Agreement in form and substance satisfactory to the Agent, and

(ii) any other agreement or deed pursuant to which the claims of any other Subordinated Lender against any Obligor are subordinated to the claims of the Finance Parties against a Borrower in form and substance satisfactory to the Agent,

"Subordinated Lender" means any Lender in relation to when the Agent has given its consent pursuant to clause 20 10 of the Debenture and in relation to which a Subordination Deed subsists from time to time, and

"Security Trustee" means Ulster Bank Limited

APPENDIX A

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Statement of satisfaction in full or in part of a charge

Address County/District/Lond		Ion Title number	
	Borough		
Freehold land at Priors Hall and Stamon Lane, Corby	Northamptonshire	NN213725	
Freehold land on the south side of Gretton Brook Road, Corby	Northamptonshire	NN215683	
Freehold land and buildings on the west side of Gretton Road, Weldon	Northamptonshire	NN212912	
Freehold land on the north side of Shelton Road, Weldon	Northamptonshire	NN225552	
Leasehold land lying to the south east of Gretton Brook Road, Corby	Northamptonshire	NN264307	
Freehold land being Keepers Lodge Farm Corby Road Gretton	Northamptonshire	NN158013	
Freehold land being Unit WN5, Arnsley Road, Corby	Northamptonshire	NN150928	
Freehold land being Plot WN6, Arnsley Road, Weldon	Northamptonshire	NN117199	
Freehold land on the south side of Priors Haw Road, Corby	Northamptonshire	NN216038	
Freehold land lying to the south east of Gretton Brook Road, Corby	Northamptonshire	NN211397	
Freehold land on the north side of Birchington Road, Corby	Northamptonshire	NN279166	
Freehold land being 4 Heritage Way and land lying to the west of Phoenix Parkway, Corby	r	NN265027 and NN133558	
An area of land of 15 acres or thereabouts at Corby, Northampton more particularly described in a transfer dated 21 April 2008 and made between Corus UK Limited (1) and Corby Developments Limited (2)	Northamptonshire	To be allotted	

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APPENDIX B

Name of company in which shares are held	Class of shares held	Number of shares held	Issued Share Capital
Northants Rockingham	Ordinary shares of £1	1	1
Speedway Limited	each		
Rockingham Land Limited	Ordinary shares of £1 each	1,715,000	£1,715,000
Rockingham Motor Speedway Limited	Ordinary shares of £0.50 each	109,016,482	£54,508,241
Stanwell Properties Limited	Ordinary shares of £1 each	1	1