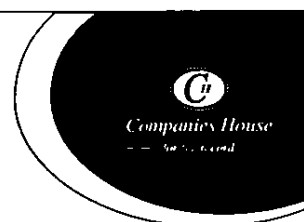


# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☒ **What this form is NOT for**  
You cannot use this form to register  
a statement of satisfaction in full or in  
part of a fixed charge if the company  
registered in Scotland. If you wish to  
do this, please use form MG03.



A03 06/03/2014 #118  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 3 3 3 5 6 1 0	<b>Filing in this form</b> Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *
Company name in full	Watford Leisure Limited in Compulsory Liquidation	

<b>2</b>	<b>Creation of charge</b>	<b>1</b> You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'  <b>2</b> The date of registration may be confirmed from the certificate
Date charge created	1 3 0 7 2 0 1 0	
Description <b>1</b>	A debenture between the Chargor and Forward Limited date 13 July 2010	
Date of registration <b>2</b>	2 6 0 7 2 0 1 0	

<b>3</b>	<b>Name and address of chargee(s), or trustee(s) for the debenture holders</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Fordwat Limited (the Security Trustee)	
Address	PO Box 364, 60 Market Square, Belize City, Belize	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

# MG02

Statement of satisfaction in full or in part of mortgage or charge

4

## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Continuation page

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

Short particulars

Please see the continuation sheets to box 4 of this form MG02

5

## Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full  
☐ In part

① Please tick one box only

6

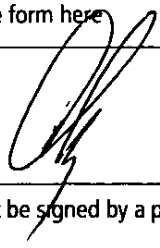
## Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

# MG02

## Statement of satisfaction in full or in part of mortgage or 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 **Sarah Lucas**

Company name **Baker Tilly**

Address **8th Floor**

**25 Farrington Street**

Post town **London**

County/Region

Postcode **E C 4 A 4 A B**

Country **UK**

DX **1040 London/Chancery Lane**

Telephone **020 3201 8222**



### 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
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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](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)**

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1 CREATION OF SECURITY</b></p> <p><b>1 1 Land</b></p> <p>The Chargor charges</p> <p>(a) by way of legal mortgage its interest in the Land referred to in Schedule 1 of this form MG01, and</p> <p>(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land</p> <p><b>1 2 Investments</b></p> <p>The Chargor mortgages or (if or to the extent that the Debenture does not take effect as a mortgage) charges by way of fixed charge all Investments, including those held for it by any nominee</p> <p><b>1 3 Equipment</b></p> <p>The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1(Land) of the Debenture</p> <p><b>1 4 Accounts</b></p> <p>The Chargor charges by way of fixed charge all amounts standing to the credit of each Account and all of its right, title and interest in and relating to each Account</p> <p><b>1 5 Goodwill</b></p> <p>The Chargor charges by way of fixed charge its goodwill</p> <p><b>1 6 Uncalled capital</b></p> <p>The Chargor charges by way of fixed charge its uncalled capital</p> <p><b>1 7 Related Rights</b></p> <p>The Chargor charges by way of fixed charge the benefit of all Related Rights held in relation to any Security Asset</p> <p><b>1 8 Insurances</b></p> <p>The Chargor assigns absolutely all its rights and interests under all contracts and policies of insurance including any Insurance Policy</p>	

# MG02 - continuation page

## Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1 9 Contractual rights</b></p> <p>The Chargor assigns absolutely all rights under all deeds and agreements to which it is a party and which are not mortgaged , charged by way of fixed charge of assigned under any of Clauses 3 1 (Land) to 3 8 (Insurances) (inclusive) of the Debenture</p> <p><b>1 10 Intellectual Property</b></p> <p>The Chargor charges by way of fixed charge its present and future right, title and interest from time to time in the Charged Intellectual Property Rights</p> <p><b>1 11 Monetary Claims</b></p> <p>The Chargor charges by way of fixed charge its present and future right, title and interest from time to time in all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights</p> <p><b>1 12 Other assets</b></p> <p><b>1 12 1</b> The Chargor charges with full title guarantee (with all covenants implied in respect thereto under the Law of Property (Miscellaneous Provisions) Act 1994 being subject to the Existing Security) by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture</p> <p><b>1 12 2</b> Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p><b>1 13 Trust</b></p> <p>If of to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee</p> <p><b>2 CONVERSION OF FLOATING CHARGE</b></p> <p><b>2 1 Conversion on notice</b></p> <p>Subject to Clause 5 2 (Limitation) of the Debenture, the Security Trustee may by notice to the Chargor at any time during the Security Period convert the floating charge created by the Debenture into a fixed charge in respect of any Security Asset specified in that notice if</p> <p>(a) an Event off Default is continuing, or</p> <p>(b) the Security Trustee that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process of otherwise to be in jeopardy, or</p>

## MG02 - continuation page

### Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(c) the Security Trustee reasonable considers that it is necessary in order to protect the priority of the security constituted by the floating charge created under Clause 3 12 1 of the Debenture</p> <p>2 2 Limitation</p> <p>Clause 5 1 (Conversion on notice) of the Debenture shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under Section 1A of the Insolvency Act 1986</p> <p>2 3 Automatic conversion</p> <p>The floating charge created by the Debenture will convert automatically into fixed charges</p> <p>(a) if the Security Trustee receives notice of an intention to appoint and administrator of the Chargor,</p> <p>(b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed</p> <p>(c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Existing Security or as permitted under the Deed of Covenant and Guarantee,</p> <p>(d) on the crystallisation of any other floating charge over the Security Assets,</p> <p>(e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration , execution or other process, or attempts to do so, and</p> <p>(f) in any other circumstances prescribed by law</p> <p>3 COVENANTS</p> <p>3 1 Negative pledge</p> <p>The Chargor shall not create or permit to subsist any Security over any Security Asset other than the Existing Security or as permitted under the Deed of Covenant and Guarantee</p>