

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 regi
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland
do this, please use form MG02s

WEDNESDAY



A23 18/07/2012 #353

COMPANIES HOUSE

1 Company details

Company number 4 0 3 9 5 6 2
Company name in full Georgica Limited
(Formerly known as Georgica Plc)(the "Company")

7
Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d 3 d 0 m 0 m 6 y 2 y 0 y 0 y 5
Description ① Second Ranking Debenture between, amongst others,
the Company and the Notes Agent
Date of registration ② d 1 d 8 m 0 m 7 y 2 y 0 y 0 y 5

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- ② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name The Royal Bank of Scotland Plc (the "Notes Agent")
Address 280 Bishopsgate
London
Postcode E C 2 M 4 R B

Name
Address
Postcode

Name
Address
Postcode

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

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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 refer to Addendum 1/1

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

CHFP025

05/10 Version 4.0

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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 Alions Tsoi (30932107)

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



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 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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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Addendum 1/1

Short particulars of all property mortgaged or charged

1 Notwithstanding any other provision of the Second Ranking Debenture

(a) the provisions of the Second Ranking Debenture are subject to the provisions of the First Ranking Debenture and the Notes Intercreditor Agreement and no payment may be made, and no right may be asserted or relied upon, and no enforcement action may be taken, hereunder or in respect hereof until the First Ranking Security has been released or unless otherwise permitted under the Notes Intercreditor Agreement,

(b) none of the Chargors nor the Notes Agent will be required or permitted to take, or omit to take, any step or action under or in connection with the Second Ranking Debenture, and none of the Chargors nor the Notes Agent will have any obligation to take, or omit to take, any such step or action, to the extent that the same would be inconsistent with, or result in a breach of

(i) the provisions of the Notes Intercreditor Agreement and the First Ranking Debenture, or

(ii) any instructions given by the First Ranking Security Trustee under the First Ranking Debenture in accordance with the terms of the First Ranking Debenture and/or the Notes Intercreditor Agreement, and

(c) until the First Ranking Security has been released all certificates and other documents of title or evidencing title to the Charged Assets shall be held by the First Ranking Security Trustee under the First Ranking Debenture

2 Subject only to the First Ranking Security, the Second Ranking Debenture charges with full title guarantee and as continuing security all the present and assets of the Company to the Notes Agent, but does not extend to secure the Life Assurance Account

3 It charges by way of second legal mortgage all the Land of which a brief description is contained in Schedule 2 of the Second Ranking Debenture and all other land owned by the Company, and any Rights accruing to, derived from or connected with it (including insurances and proceeds of insurances and of any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person)

4 It creates second fixed charges over all of the present and future assets of the Company and all Rights which it has and which it obtains at any time in the future in

(a) Land, other than that in paragraph 3 above charged by way of second legal mortgage,

(b) any plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them,

(c) any shares or loan capital held in a subsidiary and any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading, and any accretions to them and other Rights arising in connection

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>with them,</p> <p>(d) any key contracts entered into by the Company which are described as "Key Contracts" in the Second Ranking Debenture other than those effectively assigned by way of security upon the release of the First Ranking Debenture,</p> <p>(e) Keyman Insurance Policies, other than (i) those effectively assigned by way of security upon the release of the First Ranking Debenture and (ii) those not effectively assigned by way of security or perfected prior to the release of the First Ranking Debenture,</p> <p>(f) each key account established by the Company which is described as a "Key Account" in the Second Ranking Debenture,</p> <p>(g) all copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading,</p> <p>(h) all monetary claims of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including any security) connected with it, and</p> <p>(i) goodwill and uncalled capital,</p> <p>and any Rights accruing to, derived from or connected with the above assets (including insurances and proceeds of any disposal and of insurances)</p> <p>5 Upon the release of the First Ranking Security, the Company with full title guarantee assigns by way of security to the Notes Agent the Key Contracts and the Keyman Insurance Policies (and any substituted policy or policies for the Keyman Insurance Policies), together with all monies, benefits and advantages that may become payable or accrue under the Key Contracts and the Keyman Insurance Policies and the full benefit of all such contracts and policies together with power to give an effective discharge for any of the monies assured or otherwise payable under such contracts and policies absolutely</p> <p>6 The Second Ranking Debenture also creates a second floating charge over its undertaking and / all other present and future assets of the Company other than those effectively charged by Clause 3 2 and 3 3 of the Second Ranking Debenture or effectively assigned by way of security under Clause 3 6 of the Second Ranking Debenture The floating charge created by the Company under Clause 3 4 of the Second Ranking Debenture shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B 1 to the Insolvency Act 1986</p> <p>7 The Second Ranking Debenture contains a covenant by the Company that it will not, unless the Notes Agent agrees to the contrary</p> <p>(a) allow any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, to exist over, or in relation to, any Charged Asset other than as permitted under the Notes Indenture, or</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) transfer or otherwise dispose of any Charged Asset in favour of another person, except as not prohibited under the Notes Documents</p> <p style="text-align: center;">Amount secured by the mortgage or charge</p> <p>All obligations or liabilities of any kind from time to time (whether they are (i) to pay money or to perform (or not to perform) any other act (ii) express or implied, (iii) present, future or contingent, (iv) joint or several, (v) incurred as principal or surety or in any other manner, or (vi) originally owing to the person claiming performance or acquired by that person from someone else from time to time) incurred by each Chargor under or in connection with, as and when they become due for payment or discharge</p> <p>(a) the following documents (together, and each as it may from time to time be amended, restated, novated, supplemented or replaced, however fundamentally, the "Notes Documents")</p> <p>(i) the Notes,</p> <p>(ii) the Notes Indenture,</p> <p>(iii) all other documents creating or evidencing any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect created by the Debenture and any other existing or future such security interests granted by a Chargor to the Notes Agent to secure the Secured Obligations (as defined below),</p> <p>(iv) any and all standard security in favour of the Notes Agent entered into by a member of the Group (as defined below) in respect of real property situate in Scotland,</p> <p>(v) each standard security dated 29 June 2005 and entered into between the Notes Agent and certain subsidiaries of Georgica plc relating to property situate in Scotland,</p> <p>(vi) any and all documents or agreements, in form and substance satisfactory to the Notes Trustee, evidencing any second ranking full legal mortgage (or other equivalent mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect in the relevant jurisdictions) over or in respect of any after-acquired property in any jurisdiction,</p> <p>(vii) any and all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by any member of the Group by way of guarantee, other assurance and/or security in respect of amounts owed to the Notes Creditors,</p> <p>(viii) the Notes Intercreditor Agreement, and</p> <p>(ix) any and all other documents defined as a "Notes Document" by Georgica plc and the Notes Trustee at any time, and</p> <p>(b) all other provisions of the Second Ranking Debenture,</p> <p>together the "Secured Obligations"</p> <p style="text-align: center;">Definitions</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

In this form, so far as the context admits, the following expressions have the following meanings

"Charged Assets" means the Fixed Charge Assets, the Floating Charge Assets and the assets which are from time to time the subject of assignment by way of security in Clause 3.6 of the Second Ranking Debenture

"Existing Security Interests" means the Security Interests granted by the Chargors pursuant to the Georgica Security Documents and the Tenpin Security Documents

"First Ranking Debenture" means the group debenture dated 6 May 2005 between (inter alios) the Company and The Royal Bank of Scotland plc as security trustee for the Finance Parties (as defined therein) or any other document evidencing or granting First Ranking Security

"First Ranking Security" means the Existing Security Interests and the Security Interests from time to time created by or pursuant to the First Ranking Debenture and any Security Interests entered in connection with any refinancing, replacement or restructuring of the Senior Liabilities (as defined in the Notes Intercreditor Agreement) in whole or in part, as contemplated in Clause 3.3 (*Refinancing*) of the Notes Intercreditor Agreement

"First Ranking Security Trustee" means the security trustee under the First Ranking Debenture

"Fixed Charge Assets" means those assets which are from time to time the subject of Clauses 3.2 and 3.3 of the Second Ranking Debenture

"Floating Charge Assets" means those assets which are from time to time the subject of Clause 3.4 of the Second Ranking Debenture

"Georgica Facilities Agreement" means the £55,000,000 facilities agreement dated 29 September 1999, as subsequently amended (including by way of restatement) by supplemental agreements dated 4 May 2000, 21 December 2001, 29 July 2002, 10 April 2003, 23 October 2003 and 4 May 2005 and made between (inter alios) the Company, Allied Leisure Limited, the original lenders defined therein and The Royal Bank of Scotland plc as facility agent

"Georgica Security Documents" means the security documents entered into pursuant to the Georgica Facilities Agreement

"Group" means the Company and its Subsidiaries for the time being

"Keyman Insurance Policies" means the keyman insurance policies effected by the Company on the life of Peter Collins and Kaye Collins to provide total prospective death and disability and critical illness benefits in favour of the Company in an amount and for a term not less than the amounts and terms set out below

Name	Amount	Term
Peter Collins	£500,000	Expires 25 March 2014
Kaye Collins	£250,000	Expires September 2009

"Land" means freehold, leasehold or commonhold land, any estate or interest in, and any Rights attaching or relating to, that land and any buildings ("**Premises**"), fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land

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Short particulars	<p data-bbox="325 360 1042 394">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 477 1497 535">"Life Assurance Account" means the account of Tenpin Limited with The Royal Bank of Scotland plc with the following details</p> <p data-bbox="325 564 1112 593">(a) name The Trustee of the Tenpin Limited Life Assurance Scheme,</p> <p data-bbox="325 622 770 651">(b) account number 39170799, and</p> <p data-bbox="325 680 630 710">(c) sort code 60-00-01</p> <p data-bbox="325 739 1027 768">"Noteholders" means the holders of the Notes from time to time</p> <p data-bbox="325 797 1497 918">"Notes" means the £60,000,000 senior second secured floating rate notes, benefiting from senior subordinated guarantees, due 2012 issued by the Company on 30 June 2005 (ISIN Regulation S XS-022315595-2, Rule 144A XS-022316508-4, Common Code Regulation S 022315595, Rule 144A 022316508) pursuant to and in accordance with the Notes Indenture</p> <p data-bbox="325 947 1214 976">"Notes Creditors" means the Notes Trustee, the Notes Agent and the Noteholders</p> <p data-bbox="325 1005 1493 1064">"Notes Indenture" means the document evidencing and/or regulating the terms of the Notes dated 30 June 2005 and made between the Company and the Notes Trustee</p> <p data-bbox="325 1093 1461 1187">"Notes Intercreditor Agreement" means the notes intercreditor agreement dated 4 May 2005 and made between (inter alios) the Original Chargors, the Notes Trustee and the Notes Agent (as amended and restated pursuant to a supplemental deed dated 30 June 2005)</p> <p data-bbox="325 1216 1382 1274">"Notes Trustee" means The Bank of New York (and its successors) in its capacity as trustee for the Noteholders pursuant to and in accordance with the Notes Indenture</p> <p data-bbox="325 1303 1481 1361">"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary</p> <p data-bbox="325 1391 1505 1485">"Second", "Second Ranking" and "second ranking" mean ranking behind the First Ranking Security- only and unless otherwise expressly stated in the Second Ranking Debenture shall not be taken to mean ranking behind any other Security Interest</p> <p data-bbox="325 1514 1505 1608">"Second Ranking Debenture" means the second ranking debenture dated 30 June 2005 between the Company and certain of its subsidiaries as chargors (the "Chargors") and (2) The Royal Bank of Scotland plc as notes agent</p> <p data-bbox="325 1637 1493 1695">"Security Interest" 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</p> <p data-bbox="325 1724 1010 1753">"Subsidiary" has the meaning given to it in the Notes Indenture</p> <p data-bbox="325 1783 1466 1904">"Tenpin Facilities Agreement" means the senior credit agreement dated 20 December 2002 and made between, amongst others, Megabowl Limited, Pondtrail Limited, Megabowl Group Limited, Megabowl Services (C I) Limited and The Royal Bank of Scotland plc, as amended and restated by restatement deeds dated 23 October 2003, 7 November 2003, 23 December 2003 and 8 December 2004 and on or about the</p>