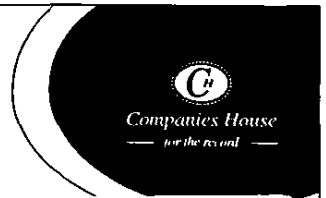


MG02

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



WEDNESDAY



☒ **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
company registered in Scotland.
If you do this, please use form M

A03 *A2HMZ(HK)* #52
25/09/2013
COMPANIES HOUSE
A53 *A2H6I5OI* #73
18/09/2013
COMPANIES HOUSE

1 Company details		For official use
Company number	5 1 3 2 9 8 1	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Precision Underwriting (Ireland) Limited	

2 Creation of charge		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
Date charge created	1 6 0 8 2 0 1 1	
Description 1	Debenture	
Date of registration 2	2 3 0 8 2 0 1 1	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page 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	HSBC Bank Plc	
Address	8 Canada Square	
	London	
Postcode	E 1 4 5 H Q	
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

In this Form MG02, the following expressions shall have the following meanings

"Authorisation" has the meaning given to that term in the Facility Agreement

"Charged Property" has the meaning given to that term in the Facility Agreement

"Delegate" means any person appointed by the Lender or any Receiver pursuant to Clauses 12.2 to 12.4 (Delegation) of the Debenture and any person appointed as attorney of the Lender and/or and Receiver or Delegate

"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property of the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis

"Facility Agreement" means a revolving facility agreement dated on or about the date of the Debenture and made between (1) Prime Professions Limited (the "Borrower") and (2) the companies listed in Schedule 1 to the Facility Agreement as guarantors and (3) the Lender as original lender

"Insurances" means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy

+

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 - 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	1
Short particulars	<p>"Intellectual Property" means</p> <ul style="list-style-type: none"> a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights, b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights, c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences, d) all know-how, confidential information and trade secrets, and e) all physical material in which any intellectual property might be incorporated <p>"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it</p> <p>"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property</p> <p>"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property</p> <p>"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p>	

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 2	Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>3 Fixed Security</p> <p>Charges</p> <p>3 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (Real Property)) to the Debenture</p> <p>3 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future</p> <p>3 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3 1 above),</p> <p>3 2 2 all licences held by it to enter upon or use land and/or carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,</p> <p>3 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,</p>	
5	Satisfaction of the debt	
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied ①</p> <p><input checked="" type="checkbox"/> In full</p> <p><input type="checkbox"/> In part</p>	① Please tick one box only
6	Signature	
Signature	<p>Please sign the form here</p> <hr/> <p>Signature X</p> <p> X</p> <hr/> <p>This form must be signed by a person with an interest in the registration of the charge</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	3
Short particulars	<p>3 2 4 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>3 2 5 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>3 2 6 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>3 2 7 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>3 2 8 all of its goodwill and uncalled capital,</p> <p>3 2 9 all Intellectual Property,</p> <p>3 2 10 all Securities and their Related Rights,</p> <p>3 2 11 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them, and</p> <p>3 2 12 each of the following contracts, agreements and instruments (each a "Specified Contract")</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and</p> <p>(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by or of which it has the benefit (whether entered into with the Lender or any other person), including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</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		4	
Please give the short particulars of the property mortgaged or charged				
Short particulars	4 Floating Charge			
	Creation of Floating Charge			
	<p>4 1 The Chargor, as security for the payment, performance and discharge of all Secured Liabilities, charged in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (Fixed Security) of the Debenture</p>			
	Qualifying Floating Charge			
	<p>4 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (Creation of Floating Charge) of the Debenture</p>			
	Schedule 2			
	Real Property			
	Part 1 – Registered Land			
	<p>(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)</p>			
	Name of Chargor	Premises at	County/District	Registered at HM Land Registry under Title No
-	-	-	-	
Part 2 – Unregistered Land				
<p>(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)</p>				
<p>The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title</p>				
Name of Chargor	Document	Date	Parties	Description
-	-	-	-	-

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	5
Short particulars	<p>NOTE</p> <p>Negative pledge</p> <p>Pursuant to its obligations under the Facility Agreement, the Chargor shall not create or permit to subsist any Security (as defined in the Facility Agreement) over any of its assets, nor</p> <p>sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be or may be required to be leased to or re-acquired or acquired by an Obligor (as defined in the Facility Agreement) or any other member of the Group (as defined in the Facility Agreement),</p> <p>sell, transfer or otherwise dispose of any of its receivables on recourse terms</p> <p>enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>enter into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Facility Agreement) or of financing the acquisition of an asset</p> <p>Restriction on disposals</p> <p>Pursuant to its obligations under the Facility Agreement, the Chargor shall not enter into a single transaction or as series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset</p>	

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	Charlie Halliday									
Company name	Harrison Clark Rickerbys									
Address	Ellenborough House									
	Wellington Street									
Post town	Cheltenham									
County/Region	Gloucestershire									
Postcode		G	L	5	0		1	Y	D	
Country	UK									
DX	7415									
Telephone	01242 224422									



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