

# 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 part of a fixed charge  
company registered in Scotland.  
If you do this, please use form M1.

MONDAY



A24 \*ATJBYFZ9\* 21/12/2009 296  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 9 8 8 3 8 9  
Company name in full Windsor Limited (the "Mortgagor")

**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 d2 d1 m0 m1 y2 y0 y0 y7  
Description ① Debenture between the Mortgagor and KBC Bank  
N.V. (the "Bank")  
Date of registration ② d0 d6 m0 m2 y2 y0 y0 y7

- 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 KBC Bank N.V. acting through its London Branch  
Address situated at 5th Floor, 111 Old Broad Street,  
London  
Postcode E C 2 N 1 B R

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

The Mortgagor with full title guarantee:-

1.1 Charges in favour of the Bank as a continuing security for the Secured Amounts (the monies and liabilities which the Mortgagor covenants to pay and discharge) by way of legal mortgage:-

1.1.1 all the freehold or leasehold property specified in Schedule 1 of the Debenture (none),

1.1.2 all other freehold and leasehold property now vested in the Mortgagor.

1.2 Charges in favour of the Bank as a continuing security for the Secured Amounts (as defined in clause 1.3 of this Agreement) by way of first fixed charge:-

1.2.1 all freehold and leasehold property hereafter acquired by the Mortgagor,

1.2.2 all present and future interests of the Mortgagor in or over land or the proceeds of sale of it and all present and future licences of the Mortgagor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;

(see continuation sheet 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.

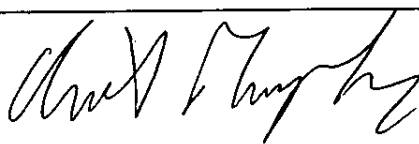
### 6 Signature

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.

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1.2.3 all the Mortgagor's good will and uncalled capital for the time being;

1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Mortgagor and all rights and interests accruing or offered at any time in relation to them provided always that until a Default occurs the Mortgagor shall be entitled to receive and retain all dividends paid in relation to the shares and exercise all voting rights in relation to the shares provided that it must not exercise those rights in a manner which is prejudicial to the right of the Bank, all rights and interest in, and claims under, all policies of insurance and assurance held, or to be held by, or insuring to the benefit of, the Mortgagor and the benefit of all rights and claims to which the Mortgagor, or may be, entitled under the contracts;

1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held, or to be held, by the Mortgagor, or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Mortgagor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Mortgagor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.2.6 all present and future book and other debts and monetary claims of the Mortgagor whether payable as at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Mortgagor against third parties relating to them and capable of being satisfied by the payment of money (collectively, "Charged Debts");

1.2.7 all present and future plant and machinery not otherwise charged under the Debenture and all other present and future chattels of the Mortgagor (excluding any of the same for the time being forming part of the Mortgagor's stock in trade or work in progress); and

1.2.8 all present and future bank accounts, cash at bank and credit balances of the Mortgagor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).

(see continuation sheet 2)

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1.3 Assigns in favour of the Bank as a continuing security for the Secured Amounts (means the monies and liabilities which the Mortgagor covenants in clause 2 of the Debenture to pay and discharge and references to the Secured Amounts shall include reference to any of them) all the Mortgagor's right, title and interest in and to the Assigned Contracts (means the contracts, agreements, deeds and other instruments listed in Schedule 2 of the Debenture, being an intra-group loan agreement).

1.4 Charges in favour of the Bank as a continuing security for the Secured Amounts by way of floating charge all the property, assets and undertaking of the Mortgagor both present and future not subject to a fixed charge under the Debenture.

"Borrower" means the Mortgagor

"Default" means an Event of Default or an event which, with the giving of notice, or fulfilment of any condition would constitute an Event of Default;

"Event of Default" has the meaning set out in clause 17.1 of the Facilities Agreement;

"Facilities Agreement" means the Agreement dated 27 January 2007 for the Bank to provide the Mortgagor with Facilities as defined;

"Financial Covenants" means those undertakings contained in clauses 16.2, 16.3 and 16.4 of the Facilities Agreement;

"Group" means the Borrower, the Target and each of their respective Subsidiaries and Holding Companies from time to time and Group Company shall be interpreted accordingly;

"Holding Company" means in relation to a body corporate, any other body corporate of which it is a Subsidiary;

"Subsidiary" means (a) a subsidiary within the meaning of Section 736 Companies Act 1985, as amended by Section 144 Companies Act 1989, or (b) for the purposes of the Financial Covenants, a subsidiary undertaking with the meaning of Section 258 Companies Act 1985;

"Target" means Windsor plc, a company incorporated in England and Wales with company number 945878.