

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 for
a company registered in Scotland.
If you do this, please use form MG01.

SATURDAY



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30/04/2011

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COMPANIES HOUSE

1 Company details

Company number 0 5 9 8 8 3 8 9

Company name in full Windsor Limited

3 For official use

→ **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 d3 d1 m0 m8 y2 y0 y0 y7 ✓

Description ① Debenture

Date of registration ② d1 d4 m0 m9 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 HC Investissements III S.A R.L ✓

Address 25C Boulevard Royal

L-2449 Luxembourg

Postcode

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

1 The Mortgagor with full title guarantee has -

1 1 Charged in favour of the Lender as a continuing security for the Secured Amounts by way of legal mortgage -

(a) all the freehold or leasehold property specified in Schedule 1 of the Debenture,

(b) all other freehold and leasehold property now vested in the Mortgagor

1 2 Charged in favour of the Lender as a continuing security for the Secured Amounts by way of first fixed charge -

(a) all freehold and leasehold property hereafter acquired by the Mortgagor,

(b) 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,

(c) all the Mortgagor's good will and uncalled capital for the time being,

(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

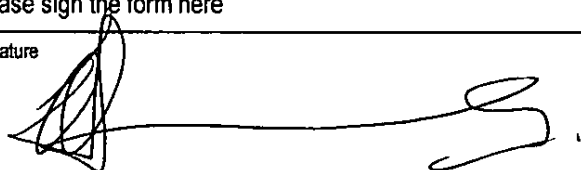
6 Signature

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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**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

Company name

Barlow Lyde & Gilbert LLP

Address Beaufort House

15 St Botolph Street

Post town London

County/Region

Postcode

E

C

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A

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N

J

Country

DX 155 London CDE

Telephone 020 7247 2277

**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

**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

**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

MG02 - continuation page

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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>(d) 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 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 Lender, 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,</p> <p>(e) 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 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,</p> <p>(f) 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"),</p> <p>(g) all present and future plant and machinery not otherwise charged under clause 3 2 of 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</p> <p>(h) 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).</p> <p>"Lender" means HC Investissements III S.A.R.L. then of 20 Rue de la Poste, L2346 Luxembourg,</p> <p>"Mortgagor" means Windsor Limited (Company Number 05988389) then having its registered office at 2 America Square, London EC3N 2LU,</p> <p>"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.</p>