

MG02

IRIS Laserform

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 is not a
do this, please use form MG01



A18 17/04/2013 #255
COMPANIES HOUSE

1 Company details

Company number 07031609

Company name in full MOSHEN LIMITED

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 01/07/2012

Description 1 DEBENTURE

Date of registration 2 01/08/2012

- 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 INTERACTIVE DIGITAL ENTERTAINMENT HOLDINGS LIMITED

Address FESTIVAL BUSINESS CENTRE, 150 BRAND STREET

GLASGOW, SCOTLAND

Postcode G51 1DH

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

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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 see attached continuation sheet

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

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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 Laura Miller

Company name Brabners Chaffe Street LLP

Address 55 King Street

Post town Manchester

County/Region

Postcode

M

2

4

L

Q

Country UK

Dx 14431 Manchester 2

Telephone 0161 836 8800



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

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>1 As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Borrower:-</p> <p>1 1 charges to the Lender by way of legal mortgage all the Property now vested in or charged to the Borrower, including the property (if any) specified in the schedule to the Debenture,</p> <p>1 2 charges to the Lender by way of fixed charge all estates and interests in any other Property now and in the future vested in or charged to the Borrower,</p> <p>1 3 assigns to the Lender the benefit of all covenants, rights, claims and guarantees relating to the Borrower's present and future Property or that Property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption,</p> <p>1 4 charges to the Lender by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or insuring to the Borrower's benefit and all rights and claims to which the Borrower is now or may in the future be entitled under any contracts,</p> <p>1 5 charges to the Lender by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Borrower and assigns to the Lender all right, title and interest of the Borrower under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,</p> <p>1 6 charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Borrower present and future,</p> <p>1 7 charges to the Lender by way of fixed charge all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) now and in the future belonging to the Borrower,</p> <p>1 8 charges to the Lender by way of fixed charge all intellectual property rights now and in the future belonging to the Borrower;</p> <p>1 9 charges to the Lender by way of fixed charge all book and other debts now and in the future owing to the Borrower and the benefit of all the Borrower's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (except as charged in accordance with paragraph 1 4 above);</p> <p>1 10 charges to the Lender by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Borrower with the Lender, any bank or any other person and all rights relating to or attaching to them; and</p> <p>1 11 charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Borrower present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture</p> <p>2 Floating Charge</p>

MG02 - continuation page

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4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 412 995 441">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 530 1445 584">2 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture</p> <p data-bbox="331 611 1445 768">2 2 The Lender may at any time by written notice to the Borrower convert the floating charge created by the Debenture into a fixed charge as regards any of the Charged Property specified in the notice and the floating charge created by the Debenture will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge -</p> <p data-bbox="331 795 1445 873">2 2 1 in respect of any Charged Property which becomes subject to a fixed charge in favour of any other person other than with the prior written consent of the Lender,</p> <p data-bbox="331 900 1445 978">2 2.2 In respect of any Charged Property charged in accordance with paragraph 1 11 above if and when the Borrower ceases to carry on business as a going concern;</p> <p data-bbox="331 1005 1445 1084">2 2 3 in respect of any Charged Property which is subject to any step by any third party to levy any distress, attachment, execution or other legal process on it, and</p> <p data-bbox="331 1111 1445 1267">2 2 4 in respect of all the Charged Property on the making of an order for the compulsory winding up of the Borrower, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Borrower or taking of any step (including the making of an application or the giving of any notice) by the Borrower or any other person for the appointment of an administrator in respect of the Borrower</p> <p data-bbox="331 1294 1445 1402">2 3 Any mortgage, fixed charge or other fixed security created by the Borrower in favour of the Lender will have priority over the floating charge created in accordance with paragraph 1 11 above, unless the Lender states otherwise on or after its creation</p> <p data-bbox="331 1429 496 1456">Definitions</p> <p data-bbox="331 1482 943 1512">Borrower Moshen Limited (CN: 07031609)</p> <p data-bbox="331 1538 1445 1594">Charged Property: the assets and undertaking charged or assigned by clause 2,</p> <p data-bbox="331 1621 1445 1700">Debenture: the debenture entered into by the Borrower and the Lender on 11 July 2012 (as the same may be amended, varied or restated from time to time);</p> <p data-bbox="331 1727 1445 1805">Expenses: (a) all expenses (on a full indemnity basis) incurred by an administrator of the Borrower in carrying out his statutory functions and that administrator's remuneration, and</p> <p data-bbox="331 1832 1445 1995">(b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Lender or any receiver at any time in connection with the Charged Property or the Obligations or In taking, perfecting or enforcing this deed or in exercising any right or power under this deed or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred,</p>

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>Interest: interest at the highest rate from time to time payable in respect of the Loan;</p> <p>Lender: Interactive Digital Entertainment Holdings Limited CRN (SC368537)</p> <p>Loan the loan made by the Lender to the Borrower in accordance with the Loan Agreement;</p> <p>Loan Agreement. the loan agreement in respect of the Loan entered into between the Lender and the Borrower on 11 July 2012 (as the same may be amended, varied or restated from time to time),</p> <p>Obligations all the Borrower's obligations and liabilities to the Lender of any kind and in any currency (whether present or future actual or contingent and whether as principal or surety or incurred alone or jointly with another) including, without limitation, any amount from time to time outstanding in respect of the Loan and all other sums covenanted to be paid by the Borrower in the Debenture;</p> <p>Property: any freehold and/or leasehold land and buildings from time to time owned or occupied by the Borrower, and</p> <p>VAT Value Added Tax or any other tax on added value or on turnover for the time being in force</p>