

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **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
against a company

✗ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use form
LL MR04

WEDNESDAY



1 Company details

Company number: 0 7 6 7 3 6 4 2 ✓
Company name in full: Waterstones Holdings Limited ✓
(the "Chargor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?
→ **Before 06/04/2013** Complete **Part A and Part C**
→ **On or after 06/04/2013** Complete **Part B and Part C**

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②
Charge creation date: 3 0 0 4 2 0 1 2 ✓

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description: ✓
The charge was created by a Debenture dated 30/04/2012 made
between Waterstones Holdings Limited as Chargor and
Russian Commercial Bank (Cyprus) Ltd as Security Agent (as
trustee for the Finance Parties)

The charge was registered at Companies House on 11/05/2012,
and the Certificate of Registration was given on 17/05/2012

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

MR04

Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Continuation page

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

In the Debenture, the Chargor has assigned and agreed to assign absolutely with full title guarantee to the Security Agent (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to the Accounts (and in each case, any renewal or redesignation thereof or substation therefore) and the debt or debts represented thereby and all other Related Rights but without prejudice to the Chargor's right to appoint signatories on the Accounts or as otherwise permitted under the Finance Documents except at any time while an Event of Default is continuing

In the Debenture, the Chargor has charged with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) (to the extent not validly and effectively assigned pursuant to Clause 3 1 (Assignment by way of Security)) of the Debenture as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

(a) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented and all other Related Rights,

(b) all proceeds paid or payable under and each of its interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,

(c) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,

(d) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,

(e) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights,

(f) goodwill and rights and claims in relation to its uncalled share capital,

(g) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,

(h) the Relevant Shares and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise),

Cont'd

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

(i) Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearance system in respect of those Investments to the extent not charged pursuant to paragraph (h) above, and

(j) each of the assets which are specified in Clause 3.1 (Assignment by way of Security)

The Debenture also creates a first floating charge over all present and future assets and undertaking of the Chargor

"Charged Assets" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of Security Agent by or pursuant to this Debenture

"Facility Agreement" means the Facility Agreement dated on or about the date of this Debenture between Waterstones Holdings Limited as Borrower, Waterstones Booksellers Limited as Original Guarantor and Russian Commercial Bank (Cyprus) Ltd as Original Lender, Arranger, Agent and Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

"Investments" means all stocks, shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment

"Related Rights" means, in relation to any asset (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any moneys and proceeds paid or payable in respect of that asset

"Relevant Share" means any Share listed in Schedule 1 (Relevant Shares) and all of the Chargor's other present and future Shares in any member of the Group for the time being

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents

"Share" means any stock, share, debenture or other security

MR04

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Clifford Chance LLP

Surname

Please give the address of the person delivering this statement

Building name/number

10

Street

Upper Bank Street

Post town

London

County/Region

London

Postcode

E 1 4 5 J J

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor on behalf of Russian Commercial Bank (Cyprus) Ltd
(as chargee)

C3

Signature

Please sign the form here

Signature

Signature

X Clifford Chance

X

MR04

Statement of satisfaction in full or in part of a 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 **Dominic Lintner 70-40513844**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ 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