

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

You cannot use a statement of satisfaction in full or in part of a fixed charge mortgage to register a company registered do this, please use

WEDNESDAY



LD5

L243CEKI

13/03/2013

#1

COMPANIES HOUSE

, please
at
gov.uk

1

Company details

Company number 07902495

Company name in full Fosse Management Limited

2

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 05/04/2012

Description 1 Instrument Constituting £600,000 Secured B Loan

Stock 2017

Date of registration 2 12/04/2012

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 Mobeus Equity Partners LLP (OC320577)

Address 30 St James's Street

London

Postcode SW1A 1HB

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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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 Security -

1 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company, with full title guarantee, charges in favour of MPEP

1 1 1 by way of fixed charge

(a) all rights in Intellectual Property or similar rights now or after the date of the Instrument belonging to the Company,

(b) all present and future goodwill and uncalled capital for the time being of the Company,

(c) all the present and future right, title and interest of the Company in the Securities,

(d) all bills of exchange, promissory notes and negotiable instruments of any description now or at any time after the date of the Instrument beneficially owned by the Company, and

(e) all the right, title and interest of the Company to and in the Debts and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by the Company,

1 1 2 by way of floating charge all the undertaking and all the assets, rights and income of the Company both present and future not otherwise effectively mortgaged, charged or assigned under clause 1 1 1 and 1 1 2

1 2 The charge created by clause 1 1 1 shall constitute a fixed charge The charge created by clause 1 1 2 shall be a floating charge unless and until it is converted into a fixed charge pursuant to clause 7 of the Instrument or by the operation of law

(see continuation page for definitions)

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

Marriott Harrison

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

Frances Spooner

Company name

Marriott Harrison

Address

Staple Court

11 Staple Inn Buildings

London

Post town

County/Region

Postcode

W

C

1

V

7

Q

H

Country

DX

DX 0001 LONDON CHANCERY LANE

Telephone

0207 209 2000



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

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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

1 3 The charges created by the Instrument shall extend to and include all future dividends or interest paid or payable after the date of the Instrument on any of the Securities, and to all rights, moneys or property accruing or offered at any time by way of redemption, conversion, substitution, bonus, preference, option or otherwise to or in respect of the Securities

1 4 Until the occurrence of an Enforcement Event, the Company shall be entitled to exercise such voting and other rights vested in it as the holders of the Securities in such manner as it may wish.

1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Instrument

2 Conversion of Floating Charge -

2 1 MPEP may at any time, by notice in writing to the Company convert the floating charge referred to in Clause 1 1 2 into a fixed charge as regards any of the assets specified in the notice and upon an Event of Default occurring may at any time appoint a Receiver thereof

2 2 The floating charge created by the Instrument shall, unless otherwise agreed by MPEP, automatically and without notice be converted into a fixed charge in respect of any assets subject to it

2 2 1 which shall become subject to an Encumbrance,

2 2 2 if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against those assets,

2 2 3 if and when the Company shall cease to carry on business or to be a going concern,

2 2 4 if an Event of Default occurs (which is continuing unremedied and unwaived), or

2 2 5 if any of the Secured Liabilities becomes due and outstanding prior to its stated maturity

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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

Definitions

"Act" means the Companies Act 2006

"Company" means Fosse Management Limited (company registered no 07902495)

"Debts" means all present and future book and other debts and other monies due, owing, payable or incurred to the Group or any Group Company and with the benefit of any guarantees indemnities or other assurances against financial loss affecting any of the same and the benefit of any present or future insurance policies (in so far as the same are not already assigned) and all proceeds thereof and all things in action which may give rise to any debt, revenue or claim and any other rights relating thereto including, without limitation, reservations of proprietary rights of trading and unpaid vendor's liens and associated rights

"Encumbrance" means any mortgage, charge, pledge, licence, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment

"Enforcement Event" means the passing of an Extraordinary Resolution under clause 10 1 1 of the Instrument by virtue of which the Stock shall be required forthwith to be redeemed in full

"Event of Default" means an event set out in clause 10 2 of the Instrument

"Extraordinary Resolution" means a resolution passed at a meeting of the Stockholders duly convened and held in accordance with the provisions contained in the Instrument by a majority consisting of not less than three-fourths of the persons voting thereon upon a show of hands or if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes given on such a poll or resolution in writing signed by the holders of all of the Stock pursuant to condition 37 as set out in Schedule 2 of the Instrument

"Instrument" means the instrument constituting £600,000 Secured B Loan Stock 2017 of the Company

"Intellectual Property" means all publishing rights, patents (including applications, improvements, prolongations, extensions and rights to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences and consents relating to any of the above) and all fees royalties or other rights derived therefrom or incidental thereto in any part of the world

"Group" means the Company and any of its subsidiaries from time to time

"Group Company" means the Company, any subsidiary or holding company of the Company and any subsidiary of any such holding company and "Group Companies" means all such companies

"MPEP" means Matrix Private Equity Partners LLP (company registered no OC320577) (now known as Mobeus Equity Partners LLP

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Short particulars

"Receiver" means any receiver or MPEP receiver or manager appointed by the Security Trustee over all or any of the Secured Assets pursuant to the Instrument whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time

"Securities" means all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person (including any Subsidiary of the Company) and includes all allotments, rights, benefits and advantages, whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend conversion redemption bonus preference option or otherwise in respect thereof

"Secured Assets" means all the undertaking and the assets rights and property of the Company which are the subject of any security created or purported to be created by the Instrument and includes any part of and any interest in them

"Secured Liabilities" means all monies, obligations and liabilities whatsoever, whether for principal, interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Company to the Stockholders whether present or future actual or contingent and whether alone severally or jointly as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever

"Security Trustee" means MPEP

"Stock" means the principal moneys represented by the £600,000 Secured B Loan Stock 2017 constituted by the Instrument or (as the case may require) the amount thereof and any interest for the time being outstanding

"Stockholders" means the person or persons for the time being entered in the register of stockholders as holders of the Stock

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Act