

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
company registered in Scotland.
To do this, please use form M

MONDAY



A24 *ATJBXFZ8* 297
21/12/2009

COMPANIES HOUSE

1 Company details

Company number 0 1 0 4 8 5 9 1
Company name in full Windsor Insurance Brokers Limited
(the "Mortgagor")

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

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.

Date of registration ② d1 d2 m0 m9 y2 y0 y0 y7

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 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

1.1 The Mortgagor charges in favour of the Bank as a continuing security for the Secured Amounts by way of legal mortgage-

1.1.1 all the freehold or leasehold property specified in Schedule 1 of the Debenture,

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 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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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

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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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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

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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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

1.2.4 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,

1.2.7 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

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) excluding for the avoidance of doubt any trust or fiduciary account in the name of the Mortgagor

(see continuation sheet 2)

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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>1.3 Assigns in favour of the Bank as a continuing security for the Secured Amounts all the Mortgagor's right, title and interest in and to the Assigned Contracts</p> <p>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</p> <p>"Assigned Contracts" means the contracts, agreements, deeds and other instruments listed in Schedule 2 of the Debenture (Listed in Schedule 2 is the Intra-Group Loan Agreement (the Intra-Group Loan Agreement proposed to be made between the Borrower and certain other Group Companies))</p> <p>"Bank" means KBC Bank N.V.</p> <p>"Borrower" means Ostrakon Capital Limited (now called Windsor Limited),</p> <p>"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,</p> <p>"Default" means an Event of Default as defined in the Facility Agreement,</p> <p>"Facility Agreement" means a facility agreement made between the Bank and the Borrower dated 21 January 2007,</p> <p>"Holding Company" means in relation to a body corporate, any other body corporate of which it is a Subsidiary,</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> <p>"Subsidiary" means:</p> <p>(a) a subsidiary within the meaning of Section 736 Companies Act 1985, as amended by Section 144 Companies Act 1989, or</p> <p>(b) for the purposes of the Financial Covenants, a subsidiary undertaking with the meaning of Section 258 Companies Act 1985,</p> <p>"Target" means Windsor plc, a company incorporated in England and Wales with company number 945878,</p> <p>Schedule 1 Property none</p>