

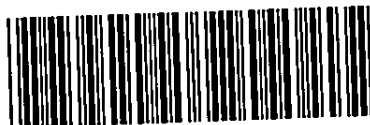
# MG02

## Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**  
You may use this statement of satisfaction in full or in part of a mortgage or charge

WEDNESDAY



PC4 \*PL5S7HSN\* 1102  
24/02/2010  
COMPANIES HOUSE

**NOT for**  
form to register  
satisfaction in full  
charge for a  
in Scotland To  
form MG02s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 5 3 9 0 2 6 8  
Company name in full More 2 Life Limited (the Chargor)

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 d1 d4 m1 m2 y2 y0 y0 y7  
Description ① A Mortgage of Shares dated 14 December 2007 between  
the Chargor and the Lender (as defined below)  
Date of registration ② d2 d0 m1 m2 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 LB SF No 1 (the Lender)  
Address 25 Bank Street  
London  
Postcode E 1 4 5 L E  
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

See 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

 PAUL WILSON X

This form must be signed by a person with an interest in the registration of the charge

CHFP025

10/09 Version 2.0

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## 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 Joy Amis

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX

Telephone 020 7374 8000



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have completed the charge details in Section 2
- ☒ [x] You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ [x] You have completed the short particulars of the property mortgaged or charged.
- ☒ [x] You have confirmed whether the charge is to be satisfied in full or in part
- ☒ [x] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Short particulars of the property mortgaged or charged</b></p> <p><b>1. SHARES</b></p> <p><b>1 1 Charge</b></p> <p>The Chargor charges by way of a first fixed charge</p> <p>1 1 1 all the Shares; and</p> <p>1 1 2 all Related Rights.</p> <p><b>1 2 Voting rights</b></p> <p>1 2 1 Before the Deed becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets</p> <p>1.2.2 Before the Deed becomes enforceable, if any Security Assets have been registered in the name of the Lender or its nominee, the Lender (or its nominee) must exercise the voting rights, powers and other rights in respect of the Security Assets in the manner in which the Chargor may direct in writing. The Lender (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose</p> <p>1 2 3 Before the Deed becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Security Assets must be paid to the Chargor. To achieve this</p> <p>(A) the Lender or its nominee must promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor; or</p> <p>(B) if payment is made directly to the Lender (or its nominee) before this Security becomes enforceable, the Lender (or that nominee) must promptly pay that amount to the Chargor</p> <p>1 2 4 Before the Deed becomes enforceable, the Lender must use its reasonable endeavours to forward promptly to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Security Assets</p> <p>1.2.5 After the Deed has become enforceable, the Lender or its nominee may exercise or refrain from exercising</p> <p>(A) any voting rights, and</p> <p>(B) any other powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,</p> <p>in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and</p>	

## MG02 - continuation page

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4	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>irrespective of any direction given by the Chargor</p> <p>1.2.6 If any Security Asset remains registered in the name of the Chargor, following any demand under the Credit Agreement at the option of the Lender, the Chargor irrevocably appoints the Lender or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after the Deed has become enforceable</p> <p>1.2.7 The Chargor must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of the Security Assets at the direction of the Chargor</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>The Chargor must not.</p> <p>2.1 create or permit to subsist any Security Interest on any Security Asset, or</p> <p>2.2 sell, transfer, or otherwise dispose of any Security Asset</p> <p><b>In this Form MG02:</b></p> <p>"<b>Borrower</b>" means More 2 Life SPV1 Limited</p> <p>"<b>Credit Agreement</b>" means a £25,500,000 credit agreement dated on or about the date of the Deed between, among others, the Chargor and the Lender</p> <p>"<b>Deed</b>" means a mortgage of shares dated 14 December 2007 between the Chargor and the Lender</p> <p>"<b>Guarantor</b>" means KRS Investment Holdings Limited and KRS Group Limited</p> <p>"<b>Obligor</b>" means the Borrower, the Servicer or a Guarantor</p> <p>"<b>Related Rights</b>" means</p> <p>(a) any dividend, interest or other distribution paid or payable in relation to any Shares, and</p> <p>(b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.</p> <p>"<b>Security Assets</b>" means all assets of the Chargor the subject of any security created by the Deed</p> <p>"<b>Security Interest</b>" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>"<b>Servicer</b>" means More 2 Life Limited</p> <p>"<b>Shares</b>" means the shares specified in Schedule 1 (<i>Shares</i>) to the Deed</p>	