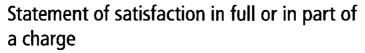
# **MR04**





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 You may not use this forr register a statement of so in full or in part of a mor charge against an LLP U-LL MR04



A10 20/08/2015
COMPANIES HOUSE

1	Company details				
Company number	06661964	→ Filling in this form Please complete in typescript or in bold black capitals			
Company name in full	In full Manor Grand Prix Racing Limited / bold black capit All fields are maspecified or indicate.				
2	Charge creation				
	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				
Part A	Charges created before 06/04/2013				
A1	Charge creation date				
	Please give the date of creation of the charge				
Charge creation date	[4 [6 ]7 [7 [2 [6 [4 [6 ]				
A2	Charge number				
	Please give the charge number This can be found on the certificate				
Charge number*					
A3	Description of instrument (if any)				
	Please give a description of the instrument (if any) by which the charge is created or evidenced	Continuation page Please use a continuation page if you need to enter more details			
Instrument description	Debenture /				

MR04	
Statement of satisfaction in full or in part of a charge	

Part B Charges created on or after 06/04/2013  E1 Charge code  Please give the charge code. This can be found on the certificate  This is the unique reference  O Charge code  This is the unique reference	A4	Short particulars of the property or undertaking charged		
Part B Charges created on or after 06/04/2013  Charge code  Please give the charge code. This can be found on the certificate  O Charge code  This is the unique reference		Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if	
Charge code  Please give the charge code. This can be found on the certificate  Ocharge code This is the unique reference	Short particulars	As specified in the continuation page to this form	you need to enter more details	
Charge code  Please give the charge code. This can be found on the certificate  This is the unique reference				
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Charge code  Please give the charge code. This can be found on the certificate  This is the unique reference				
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This is the unique reference				
Charge code <b>0</b>	B1	Charge code		
			This is the unique reference code	
			• Charge code  This is the unique reference code allocated by the registrar	
			This is the unique reference code	
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~	In accordance with
	Section B60 of the
	Companies Act 2006

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Particulars of a mortgage or charge

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#### **Amount secured**

Please give us details of the amount secured by the mortgage or charge

#### Short particulars

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors to the Secured Parties (or any of them) under the Finance Documents whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Obligations")

All capitalised terms used in this form are defined in the Appendix to this form.

#### MG01 - continuation page

Particulars of a mortgage or charge

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

#### Fixed charges

- The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets
- by way of first legal mortgage, all its Property (if any) identified in Schedule
   (Details of Property) to the Debenture (as described in Schedule 3 to these continuation pages);
- 1 2 by way of first fixed charge
  - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 4 1 1 of the Debenture (as described at paragraph 1 1 above)),
  - (b) any other rights, title or interest of the Chargor in Property, wherever situated, and
  - (c) all Associated Rights in relation to its Property,
- 1 3 by way of first fixed charge
  - (a) the Designated Chattels (if any) (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 4 1.1 or 4 1 2 of the Debenture (as described at paragraphs 1 1 and 1 2 above)); and
  - (b) all Associated Rights in relation to such Designated Chattels,
- 1 4 by way of first fixed charge:
  - (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 4 1 1, 4 1 2 or 4.1.3 of the Debenture (as described at paragraphs 1.1, 1 2 and 1 3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress),
  - (b) Its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 4 1 4 of the Debenture (as described at paragraph (a) above of this paragraph 1 4), and

# MG01 - continuation page Particulars of a mortgage or charge

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6	Short p	particulars o	of all the property mortgaged or charged
	Please give us the short particulars of the property mortgaged or charged		
Short particulars		(c)	the benefit of all Associated Rights relating to any chattel validly charged by clause 4 1.4 of the Debenture (as described in this paragraph 1 4),
	15	by way of	first fixed charge
		(a)	the Shares (if any) listed in Schedule 4 (Shares) of the Debenture (as described in Schedule 4 to these continuation pages), and
		(b)	the Distribution Rights (if any) from time to time accruing to or on such Shares,
	1 6	by way of	first fixed charge
		(a)	all Investments (but not including Shares which are subject to a valid fixed charge under clause 4 1 5 of the Debenture (as described at paragraph 1 5 above)), and
		(b)	all Distribution Rights from time to time accruing to or on such Investments,
	17	incapable clause 4 2 capable of Insurance Proceeds payable to	stent that the Insurances and/or the Insurance Proceeds are for any reason of being effectively assigned pursuant to 2.3 of the Debenture (as described at paragraph 2 3 below) but are of being effectively charged, by way of first fixed charge, the is owned by or written in favour of the Chargor and all Insurance either at the date of the Debenture or in the future held by or to the Chargor or in which the Chargor otherwise has an interest (to to f such interest),
	18	by way of	first fixed charge
		(a)	all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
		(b)	all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
	19	by way of	first fixed charge, all of the Specified Bank Balances,
	1 10	Specified	f first fixed charge, all of its Bank Balances (but not including any Bank Balances which are subject to a valid fixed charge under 1 9 of the Debenture (as described at paragraph 1 9 above)),

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### Short particulars

- to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3 2 4 of the Debenture (as described at paragraph 2 4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest),
- to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 4 2 1 or 4 2 5 respectively of the Debenture (as described at paragraphs 2 1 and 2 5 respectively below) but are capable of being effectively charged, by way of first fixed charge
  - (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets, and
  - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations,
- by way of first fixed charge, all the goodwill and uncalled capital of the Chargor, and
- by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

#### Assignments by way of security

- As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Trustee all (if any) its right, title and interest in and to the following assets
- all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 2 2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts,
- 2 3 the Insurances and the benefit of all Insurance Proceeds of the Chargor,
- 2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security

#### MG01 - continuation page

Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee, and

any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 4.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 4.2.1 to 4.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

#### Floating charge

As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future. The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Security Trustee as security for the Secured Obligations.

#### Conversion into fixed charge

- By virtue of clause 4 6 of the Debenture (Conversion of Floating Charge), the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if
  - 3 1 1 an Event of Default has occurred which is continuing, or
  - 3.1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor
- 3 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require

#### MG01 - continuation page

Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

#### Automatic conversion of floating charge

- In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 4 6 (*Conversion of floating* charge) of the Debenture (as described at paragraph 3 1 above)
  - 3 3 1 If the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee, or
  - if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 4 6 (Conversion of floating charge) of the Debenture (as described at paragraph 3 1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor

#### General

- All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5. Clauses 4 1 2 to 4 1 14 of the Debenture (as described at paragraphs 1 2 to 1 14 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such
- 6. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to these continuation pages) shall not affect the validity or enforceability of the charges created by the Debenture

#### Control of monies received

7 The Chargor will collect (as agent for the Security Trustee) all Charged Debts in the ordinary course of its business and after the Security under the

#### MG01 - continuation page

Particulars of a mortgage or charge

6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Debenture has become enforceable pay into such specifically designated account with the Security Trustee or other such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee

8. The Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so

#### **Restrictions applicable to Charged Contracts**

9 The Chargor will perform all its material obligations under the Charged Contracts and not make or agree to make any amendments or modifications to the Charged Contracts in a manner which would be reasonably likely to be adverse to the interests of the Security Trustee

#### Restrictions on charges and disposals (Negative Pledge)

- During the Security Period, the Chargor shall not create, extend or permit to subsist any Security over any of the Secured Assets, nor may it
  - (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any Subsidiary of the Chargor,
  - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
  - (d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in clause 6.1 of the Debenture (as described in this paragraph 10), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset
- 11 Clause 6 1 of the Debenture (as described in paragraph 10 above) does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) the Permitted Security, nor (c) any Security,

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### Short particulars

arrangement or transaction to which the Security Trustee has given its written consent

Clause 6 1 2 of the Debenture (as described in paragraph 11 above) does not apply to Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business

#### **Definitions**

13. All capitalised terms used in this form are defined in the Appendix to this form

#### Schedule 1 (Specified Bank Balances)

"The Debenture does not specify any Bank Balances relating to the Chargor "

#### Schedule 2 (Charged Contracts)

- 1 The Intra-Group Loan Agreement
- 2 The Revised WR Technology Agreement

#### Schedule 3 (Details of Property)

"The Debenture does not specify any Property relating to the Chargor "

#### Schedule 4 (Shares)

"The Debenture does not specify any Shares relating to the Chargor."

#### Schedule 5 (Designated Chattels)

"The Debenture does not specify any Designated Chattels relating to the Chargor "

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Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

#### **APPENDIX**

#### **DEFINITIONS AND CONSTRUCTION**

#### **Definitions**

In this form and its Appendices the following definitions apply

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts

"Beneficiary" has the meaning given to it in the Intercreditor Deed

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in Schedule 2 (Charged Contracts) of the Debenture in respect of the Chargor (as described in Schedule 2 to the continuation pages to this form)

"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 4 1 8 of the Debenture (as described at paragraph 1 8 of the continuation pages to this form)

"Companies Act" means the Companies Act 2006

"**Delegate**" means any delegate, agent, attorney or trustee appointed by the Security Trustee.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) owned by the Chargor and listed in Schedule 5 (Designated Chattels) to the Debenture (as described at Schedule 5 to Appendix 2 to this form)

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Particulars of a mortgage or charge

#### 6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### Short particulars

and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date" means the date with effect from which the Security Trustee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Security Trustee cancelled

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

"Event of Default" means the occurrence of any of the events or circumstances defined in the LDC Loan Agreement, the MaRussia Loan Agreement, the Noteholder A Loan Note Instrument, the Noteholder B Loan Note Instrument and the Noteholder C Loan Note Instrument as an Event of Default but shall also include any breach by the Chargor of or non-compliance by the Chargor with the provisions of this deed or of any other Finance Document

#### "Finance Documents" means

- (a) the meaning given to it in the Intercreditor Deed,
- (b) the Holdco Debenture; and
- (c) the Debenture

"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 4.1 (Fixed charges) or clause 4.2 (Assignments by way of Security) of the Debenture (as described at paragraphs 1 and 2 respectively of the continuation pages to this form)

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture

"Group" means the Chargor, Holdco and each of Holdco's Subsidiaries for the time being

"Holdco" means Manor Holdco Limited, a company incorporated in England and Wales (registered number 7059597)

#### MG01 - continuation page

Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Holdco Debenture" means the debenture entered into on or around the date of the Debenture and made between Holdco and the Security Trustee

"Intra-Group Loan Agreement" means the loan agreement dated on or around the date of the Debenture and made between the Chargor and Holdco

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all such Chargor's interest in any of the foregoing

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world now and in the future

"Intercreditor Deed" means the intercreditor deed dated on or around the date of the Debenture and made between Holdco, the Chargor, LDC, MaRussia, the persons and institutions listed in Schedule 1 therein as Noteholders, Holdco as Intra-Group Lender and the Lender as security trustee

"Investment" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"LDC" means Lloyds TSB Development Capital Limited

"LDC Loan Agreement" means the loan agreement dated on or around the date of the Debenture and made between LDC and Holdco

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Particulars of a mortgage or charge

#### 6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### Short particulars

- "MaRussia" means MaRussia Lux S A (registered in Luxembourg under number B146816 whose registered office is at 9 Rue de Drinklange L-9911 Trois Vierge, Luxembourg)
- "MaRussia Loan Agreement" means the loan agreement dated on or around the date of the Debenture and made between MaRussia and the Holdco
- "Noteholder A Loan Note Instrument" has the meaning given to it in the Intercreditor Deed
- "Noteholder B Loan Note Instrument" has the meaning given to it in the Intercreditor Deed
- "Noteholder C Loan Note Instrument" has the meaning given to it in the Intercreditor Deed
- "Obligor" means Holdco and the Chargor
- "Permitted Security" means the Security created by this Deed and any other Security which is permitted pursuant to the Intercreditor Deed
- "**Property**" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to "**Property**" also includes a reference to each separate part or parts of such Real Property.
- "Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.
- "Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor
- "Revised WR Technology Agreement" means the supply of services and products agreement dated 29 May 2009 and amended on 15 December 2009 between WR Technology Limited and the Chargor
- "Secured Assets" means the assets the subject of any Security created by the Debenture.
- "Secured Obligations" has the meaning given to it in the continuation page to section 4 of this form.

#### MG01 - continuation page

Particulars of a mortgage or charge

#### 6

#### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

#### Short particulars

- "Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect
- "Security Documents" means the Debenture and the Intercreditor Deed together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations
- "Secured Parties" means each Beneficiary from time to time party to the Intercreditor Deed and any Receiver or Delegate and "Secured Party" means any of the Secured Parties
- ${\bf ``Security\ Period''}$  means the period beginning on the date of the Debenture and ending on the Discharge Date
- "Security Trustee" means Lloyds TSB Development Capital Limited (company registration number 01107542)
- "Shares" means all shares (if any) specified in Schedule 4 (Shares) to the Debenture (as described in Schedule 4 to the continuation page to this form) and also all 'other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest
- "Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 (Bank accounts) to the Debenture (as described in Schedule 1 to the continuation page to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account
- **"Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act

#### Construction

In this form and its Appendices the following applies

- "assets" includes present and future properties, revenues, rights and interests of every kind and reference to an "asset" includes any part or parts of such asset,
- 2 "guarantee" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to

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Statement of satisfaction in full or in part of a charge

	atisfaction	
_	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 D	Details of the person delivering this statement and their interest i	in the charg
	Please give the name of the person delivering this statement	
<u>'</u> _	Stephen Fitzpatrick Please give the address of the person delivering this statement	
Building name/number	3rd Floor, Astley House	
Street	33 Notting Hill Gate	
Post town	London	
County/Region		
<u> </u>	W 1 1 3 J Q  Please give the person's interest in the charge (e.g. chargor/chargee etc)	
	Chargor	
Ţ		
C3 S	Signature	
[	Please sign the form here.	
Jighatare	Signature X	

## MR04

Statement of satisfaction in full or in part of a charge

Presenter information	Important 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	Please note that all information on this form will appear on the public record		
visible to searchers of the public record	☑ Where to send		
Contact name Vincent Casey  Company name	You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below		
Imagination Industries Ltd	to return it to the appropriate address below		
Address 3rd Floor, Astley House	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.		
33 Notting Hill Gate	DX 33050 Cardiff		
Post town London  County/Region  Postcode W 1 1 3 J Q	For companies registered in Scotland <sup>1</sup> 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)		
Country	For companies registered in Northern Ireland		
DX	The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,		
Telephone	Belfast, Northern Ireland, BT2 8BG		
✓ Checklist	DX 481 N R Belfast 1		
We may return forms completed incorrectly or with information missing.	<i>i</i> Further information		
Please make sure you have remembered the following  The company name and number match the information held on the public Register	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		
Part A Charges created before 06/04/2013	alternative format. Please visit the		
☐ You have given the charge date ☐ You have given the charge number (if appropriate)	forms page on the website at		
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4	www.companieshouse.gov.uk		
□ Part B Charges created on or after 06/04/2013 You have given the charge code			
<ul> <li>□ Part C To be completed for all charges</li> <li>□ You have ticked the appropriate box in Section C1</li> <li>You have given the details of the person delivering</li> <li>□ this statement in Section C2</li> <li>You have signed the form</li> </ul>			