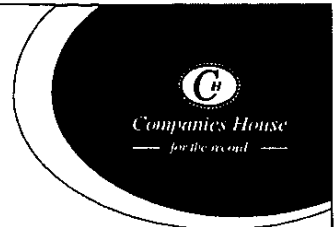


MG02

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 or a
company registered in a foreign
jurisdiction. If you wish to do this, please use form MG01.

TUESDAY



LD3

L1HQ4WO8

18/09/2012

#38

COMPANIES HOUSE

ase
uk

1 Company details

Company number **02823519**
Company name in full **GEORGE WATT LIMITED**

3 ☐ ☐ ☐ 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 **d 1 6 m 0 4 y 2 0 0 3** ✓

Description **DEED OF ACCESSION TO A DEBENTURE** ✓
DATED 22 MAY 2002

Date of registration **d 0 6 m 0 5 y 2 0 0 3** ✓

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 **THE ROYAL BANK OF SCOTLAND PLC (AS TRUSTEE)**
Address **7TH FLOOR, 135 BISHOPSGATE** ✓
LONDON
Postcode **EC2M3UR**

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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

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 SCHEDULE 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

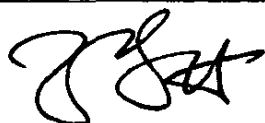
Signature

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

MG02

Statement of satisfaction in full or in part of mortgage or 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	EMMA NORMAN
Company name	FRESHFIELDS BRUCKHAUS
	DELLINGER LLP
Address	65 FLEET STREET
	LONDON
Post town	
County/Region	
Postcode	EC4Y1HS
Country	UNITED KINGDOM
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,
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

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

Fixed Charges

1.1 The Chargor charged with full title guarantee in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it related to land in England and Wales vested in the Chargor was by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets

- (a) the English Real Property, other than any assigned pursuant to the second paragraph of this Schedule 1 or leasehold property which precludes absolutely or conditionally charging, until such condition, consent or waiver is satisfied or obtained by the landlord,
- (b) the Tangible Moveable Property,
- (c) the Accounts,
- (d) the Intellectual Property,
- (e) any goodwill and rights in relation to the uncalled capital of the Chargor,
- (f) the Investments,
- (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution or conversion or otherwise),
- (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights, and
- (i) each of the Specific Contracts

1.2 In respect of the Irish Real Property, other than assigned pursuant to the second paragraph of this Schedule 1 or leasehold property which precludes absolutely or conditionally charging, until such condition, consent or waiver is satisfied or obtained by the landlord, the Chargor, as a continuing security for the payment of all monies including interest and the discharge of all the Secured Obligations

- (a) granted and demised unto the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations such of the Irish Real Property that was not registered in the Land Registry of Northern Ireland TO HOLD as to so much thereof as was of freehold tenure unto the Trustee for the term of ten thousand years from the date of the creation of the charge and TO HOLD as to so much thereof as was of leasehold tenure unto the Trustee for the residue of the respective term of years for which same were held except for the last three days of such respective term subject to the proviso for redemption, and

- (b) charged in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations such of the Irish Real Property as was registered in the Land Registry of Northern Ireland with payment of all monies including interest, subject to the proviso for redemption

Assignments

1 3 The Chargor assigned with full title guarantee (save that full title guarantee was not applicable to any of the matters governed by the laws of Northern Ireland) to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations at any time owed or due all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights in respect of any Insurance Policy,
- (b) all rights and claims in relation to any Assigned Account, and
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Trustee to perfect its rights thereunder or under the Debenture) entered into by or given to the Chargor in respect of the Real Property including all
 - (i) claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor in respect of the items referred to), and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property

Floating Charge

1 4 The Chargor charged with full title guarantee (save that full title guarantee was not applicable in respect of any assets situated in Northern Ireland) (or in relation to assets situated in or governed by the laws of Scotland with absolute warrandice) in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales or Northern Ireland in favour of the Trustee as security for the Secured Obligations

2. NEGATIVE PLEDGE AND FURTHER ASSURANCE

The Debenture contains negative pledge and further assurance covenants

SCHEDULE 2 DEFINITIONS

In this form MG02

"Account" means any credit balance from time to time on any account opened or maintained by the Chargor with the Trustee or any other financial institution and all Related Rights

"Assigned Account" means any credit balance from time to time on any account, excluding any Specified Account, opened or maintained by the Chargor with the Trustee, as specified, all Related Rights and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee

"English Real Property" means the Real Property situated in England and Wales as specified and any future Real Property acquired by the Chargor and charged by the Trustee in accordance with the Debenture

"Facility Agreement" means the facility agreement dated 22 May 2002 as amended from time to time and originally made between Bishopsgate Parking Limited (formerly known as Sharescreen Limited), Parking International Limited (formerly known as Sharescoop Limited) and The Royal Bank of Scotland plc

"Finance Documents" means the Facility Agreement, any fee letter, any accession letter, any transaction security document, any ancillary document and any other document defined as or designated as a "Finance Document" pursuant to the Facility Agreement

"Insurance Policy" means any policy of insurance as specified and any other policy of insurance (including life insurance or assurance in which the Chargor may from time to time have an interest)

"Intellectual Property" means any trade marks as specified and any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) in each case,

whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Irish Real Property" means the Real Property situated in Northern Ireland as specified and any future Real Property acquired by the Chargor and charged by the Trustee in accordance with the Debenture

“Monetary Claims” means any book and other debts (but excluding any Specified Account) and monetary claims owing to the Chargor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

“Netting Arrangement” means a pooling arrangement entered into by the Chargor for the purpose of netting debit and credit balances as part of the Ancillary Facility which is an overdraft comprising more than one account

“Real Property” means

- (a) any freehold, leasehold or immovable property (including the English Real Property and Irish Real Property as specified), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

“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, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

“Secured Parties” means the Trustee, any receiver or delegate, the agent, each lender, the issuing bank and each ancillary lender from time to time party to any Finance Document

“Shares” means all of the shares as specified and all other shares held legally and/or beneficially by the Chargor at any time

“Specific Contracts” means each of the contracts as specified

“Specified Account” means any account which is subject to a Netting Arrangement

“Tangible Moveable Property” means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Charger’s stock in trade or work in progress) and all Related Rights