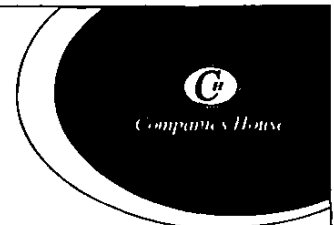


# MG02

## 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 for**  
You cannot use this form to register a  
statement of satisfaction in full or in  
part of a fixed charge if the company registered in  
this form is not a company registered in the UK. If you  
do this, please use form MG01.

WEDNESDAY



A13 19/10/2011 368

COMPANIES HOUSE

not official use

### 1 Company details

Company number 4 3 1 5 1 2 5

Company name in full Lancaster Partnership Limited

→ **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 3 0 0 7 2 0 0 3

Description 1 Debenture

0

Date of registration 2 0 0 2 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 Barclays Bank PLC

Address Property Team

54, Lombard Street, London

Postcode E C 3 P 3 A H

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

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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

All monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender (and/or to the Hedging Counterparty) under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs charges and expenses or under the Debenture (the "Liabilities").

1 By way of legal mortgage:

1.1 the Property; and

1.2 any other freehold or leasehold property now vested in the Borrower.

2 By way of fixed charge each of the following including all rights of enforcement of the same:  
2.1 the Borrower's interest in any freehold or leasehold property acquired after the date of the Debenture;

2.2 the Borrower's interest in the Building Contract, the Development Contracts, the Professional Contracts, the Sale Agreements, the Occupational Leases, the Management Agreements, the Licences, and any Hedging Arrangement, including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;

2.3 the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Property and/or by any other person under contract with or under a duty to the Borrower in respect of them;

2.4 all future easements and other rights at any time vested in, or conferred on, the Borrower in connection with or otherwise for the benefit of the Charged Assets;

2.5 (except to the extent that the Borrower is a natural person) all plant, materials, machinery,

utensils, equipment, furnishings and furniture wherever situate now or in the future used or intended to be used on or in connection with the Charged Assets and/or the Development and/or the Business;

2.6 (except to the extent that the Borrower is a natural person) the Manuals;

2.7 the Borrower's interest (whether as beneficiary or trustee) in any Trust;

2.8 the Investments;

2.9 the Borrower's Intellectual Property;

2.10 if applicable the Borrower's uncalled capital;

2.11 all the Borrower's right, title and interest in the Business including the present and future goodwill of the Business, and

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

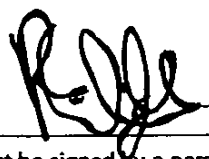
## Signature

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 - continuation page

## 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.

Short particulars

2.12 the present and future interest of the Borrower in the Licences and all rights now or in future attaching to them and in all agreements now or in future entered into by the Borrower for the management and/or operation of the Business

3 By way of security assignment each of the following including all rights of enforcement of the same

3.1 the Rents,

3.2 the Debts;

3.3 the Sales Proceeds;

3.4 the Accounts (and any other accounts of the Borrower),

3.5 the Insurances,

3.6 the benefit of the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the Development and/or the Business and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and the implied licence of the Borrower in any such plans, specifications and negatives the copyright of which is not vested in the Borrower;

3.7 all Causes of Action,

3.8 (except to the extent that the Borrower is a natural person) the Debts;

3.9 the monies payable to the Borrower under any Hedging Arrangement;

3.10 the benefit of any Compensation Payment;

3.11 (to the extent they are not already assigned or charged by the other provisions of this clause) all the Borrower's estate, rights, title and interest in the Property and other Charged Assets, and

3.12 the Borrower's interest in any VAT recoveries made in respect of the Property.

4 By way of floating charge:

4.1 all the assets, property and undertaking of the Borrower both present and future, including all its goodwill and uncalled capital for the time being; and

4.2 the Movable

5 By way of fixed charge the Borrower has covenanted that promptly upon completion of any Development Contracts not completed at the date of the Debenture the Borrower will promptly execute and deliver to the Lender a fixed charge over such Development Contracts on such terms as the Lender may require.

#### NOTES

1 The Debenture contains a provision that the Lender may at any time by written notice to the Borrower convert the floating charge created by the Debenture into a fixed charge as regards any property specified in the notice where, in the opinion of the Lender, such property is at risk of becoming subject to any encumbrance or is otherwise in jeopardy.

2 The Debenture contains a provision that at any time after the occurrence of an Event of Default or Potential Event of Default (which is continuing) on demand by the Lender the Borrower shall procure an absolute assignment to the Lender of the Relevant Contracts.

3 The Debenture contains a provision that the Borrower shall execute and do at its own cost and in such form as reasonably required by the Lender such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Lender may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Debenture including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Debenture on any Charged Asset.

4 The Debenture contains a covenant that the Borrower shall not without the prior written consent of the Lender:

4.1 create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets other than Permitted Security Interests nor do anything which would be reasonably likely to in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended by the Finance Documents and shall ensure that the Charged Assets remain subject to the security created by the Finance Documents;

# MG02 - continuation page

## 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

Short particulars

- 4.2 save for the Permitted Disposals (as defined in the Facility Agreement) (in respect of the Charged Assets) sell, convey, assign, release, exchange, set-off, compound, factor, discount, transfer, part with possession, enter into any sharing arrangement, exercise powers of leasing, agreeing to lease or accepting surrenders of leases (whether conferred upon a mortgagor by any statute or otherwise) nor vary any Occupational Lease, nor make any other disposal or realisation of the Charged Assets or any interest in them, nor enter into any agreement to effect all or any of them,
- 4.3 otherwise deal with, or dispose of, or contract or purport to do so, in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Debenture, nor suffer or permit any set-off or other third-party rights in respect of them to arise, otherwise than at market value in the ordinary course of the Business.
- 5 The Debenture contains a provision that as regards any Rents and/or Debts specifically charged or intended to be specifically charged by the Debenture the Borrower shall:
- 5.1 promptly and efficiently get in and realise such Rents and/or Debts in the ordinary course of its business,
- 5.2 (as the Lender may from time to time in its sole and absolute discretion require) pay the proceeds of getting in and realising such Rents and/or Debts into the Proceeds Account or any account or accounts as the Lender shall nominate from time to time;
- 5.3 not without the prior written approval of the Lender release, exchange, compound, set-off or grant time or indulgence in respect of any such Rents and/or Debts; and
- 5.4 without prejudice to the generality of note 4 above (clause 5.1 of the Debenture), not without the prior written approval of the Lender sell, factor, discount or otherwise deal with or dispose of all or any such Rents and/or Debts.
- 6 The Debenture contains a provision that following an Event of Default or Potential Event of Default (whilst it continues) or where, in the opinion of the Lender there is a reasonable likelihood of any of the Charged Assets becoming subject to any encumbrance or are otherwise in jeopardy, the Lender may (without notice to or consent from the Borrower and in the Borrower's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.
- 7 The Debenture contains a provision that at any time after making demand under and in accordance with the terms of the Debenture and without further notice to the Borrower the Lender may combine or consolidate any accounts of the Borrower (or any other monies held by the Lender to the account of the Borrower) of any nature and/or set-off or transfer any monies standing to the credit of any such accounts in or towards satisfaction of the Liabilities. The Lender may exercise its rights under this provision (clause 17 of the Debenture) even where such monies have been deposited with the Lender for a specific period and such period has not expired
- 8 The Debenture contains or incorporates the following definitions:
- |                          |   |
|--------------------------|---|
| <i>Account Bank</i>      | Bardclays Bank Plc or such clearing bank now or in the future with whom the Lender nominates the Accounts are held;   |
| <i>Accounts</i>          | the Operating Account, the Proceeds Account, the Retentions Account and such other accounts set up or to be set up by the Borrower under the Finance Documents;   |
| <i>Borrower</i>          | Lancaster Partnership Limited including its successors in title and assigns,  |
| <i>Building Contract</i> | (as defined in the Facility Agreement) a building contract for the construction of the Development between the Contractor (1) and the Borrower (2) dated 15 January 2003 and such other or additional building contract as may be approved by the Lender; |
| <i>Business</i>          | the business of acquiring the Property carrying out, marketing and selling the Development in accordance with the Facility Agreement;   |
| <i>Causes of Action</i>  | all causes of action and other rights and remedies which the Borrower has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors,  |

# MG02 - continuation page

## 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.

Short particulars	<b>Charged Assets</b>	each and all of the Business, assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this deed and the subject matter of each of them;
	<b>Compensation Payment</b>	monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise;
	<b>Debts</b>	all book debts and other debts due to the Borrower in relation to the Business now or in the future including any sum due to the Borrower as a result of any order of the court under sections 238, 239 and/or 244 (or, if appropriate, sections 339,340 and/or 343) and/or section 423 of the Insolvency Act 1986 and the Borrower's right to recover any VAT on any supplies made to it relating to the Charged Assets;
	<b>Development</b>	(as defined in the Facility Agreement) the development of the Property into fourteen residential apartments in accordance with the Plans (as defined in the Facility Agreement);
	<b>Development Contracts</b>	each and every contract, bond or guarantee relating to the Development in which the Borrower has any benefit;
	<b>Event of Default Facility Agreement</b>	as defined in the Facility Agreement; the facility agreement entered into by the Borrower dated on or about the date of the Debenture pursuant to which the Lender has agreed to advance monies to the Borrower;
	<b>Finance Documents</b>	(as defined in the Facility Agreement) each and all of the Facility Agreement, the Security Documents, the Hedging Arrangement and all other documents or instruments granted or created in favour or for the benefit of the Lender under this agreement and any other document so designated by the parties now or in the future,
	<b>Hedging Arrangement</b>	any currency swap or interest rate swap, cap and/or collar, forward rate, fixed deposit and any other similar financial hedging arrangement whether or not in relation to the Finance Documents and all monies from time to time payable in respect of them;
	<b>Hedging Counterparty</b>	the party or parties now or in the future to the Hedging Arrangement other than the Borrower whether or not such party is the Lender;
	<b>Insurances</b>	all insurances from time to time taken out in respect of the Charged Assets and/or the construction of the Development and all buildings, structures, plant, machinery and equipment included in or on the Property and the Borrower's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them;
	<b>Intellectual Property</b>	(as defined in the Facility Agreement) any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,
	<b>Investments</b>	the existing or future interest of the Borrower in (a) any stocks, shares, bonds or any form of loan or other capital of or in any legal entity; (b) any unit in any unit trust or similar scheme; (c) any warrant or other right to acquire any such investment, together with all related stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise and any related income, offer, right or benefit and, to the extent not otherwise charged by this deed, any income, offer, right or benefit in respect of any such investment;
	<b>Lender</b>	Barclays Bank plc including its successors in title and assigns;

# MG02 - continuation page

## 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.

Short particulars

<b>Licences</b>	(as defined in the Facility Agreement) each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences, now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it and/or related to the Development;
<b>Management Agreements</b>	each and all of: (a) the development manager's services agreement dated on or about the date of the Facility Agreement between the Borrower (1) and Violand Limited (2); (b) the service agreement dated on or about the date of the Facility Agreement between the Borrower (1) and Violand Limited; (c) the service agreement dated on or about the date of the Facility Agreement between the Borrower (1) and CPE Investments Limited; together with such other or additional management agreements as may be approved by the Lender;
<b>Manuals</b>	(as defined in the Facility Agreement) all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to the Development and/or the plant, machinery and equipment on the Property from time to time and, where appropriate such items belonging to third parties;
<b>Movables</b>	(except to the extent that in law they constitute fixtures or the stock in trade of the Borrower) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets and/or the Development including all Manuals;
<b>Occupational Leases</b>	(as defined in the Facility Agreement) each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Borrower's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them;
<b>Operating Account</b>	an account numbered 00350982 opened and/or maintained with the Account Bank for the purpose of holding the proceeds of each Drawing;
<b>Permitted Security Interest</b>	(as defined in the Facility Agreement) (a) any other Security Interest disclosed to and approved in writing by the Lender prior to the date of the Facility Agreement; and (b) any title transfer or retention entered into by the Borrower for a period not exceeding 30 days in relation to its purchases of goods, products or supplies in the ordinary course of business;
<b>Potential Event of Default</b>	as defined in the Facility Agreement;
<b>Proceeds Account</b>	an account numbered 40203548 opened and/or maintained with the Account Bank for the purpose of holding the Sale Proceeds (when received), together with any Rents and/or Debts;
<b>Professional Contracts</b>	(as defined in the Facility Agreement) each and all of the contracts in which the Borrower has any benefit now or in future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property and/or the Development including the engagements with the Professional Team (as defined in the Facility Agreement), and all bonds or guarantees relating to the performance of all or any of those contracts;

# MG02 - continuation page

## 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.

Short particulars

<i>Property</i>	the property details of which are set out in the Schedule below (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements and rights attaching to it and in each case each and every part of it;
<i>Relevant Contracts</i>	each and all of the Building Contract, the Development Contracts, the Professional Contracts, the Sale Agreements, the Occupational Leases, the Licences, any Hedging Arrangement, the Management Agreements, the policies and/or contracts relating to the Insurances and any other agreements assigned or charged by the Debenture and all bonds or guarantees relating to the performance of all or any of those contracts,
<i>Rents</i>	all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them and all insurance monies payable in respect of their loss;
<i>Retention Account</i>	an account numbered 70701742 opened and/or maintained with the Account Bank for the purpose of holding the proceeds of each Drawing (as defined in the Facility Agreement) relating to retentions under the Building Contract and any relevant Development Contract,
<i>Sale Agreements</i>	each and all of the agreements now or in the future in force for the sale or other disposal or realisation of the Property, including a sale by the grant of a lease at a premium, but excluding the grant of a lease at a full open market rent;
<i>Sale Proceeds</i>	all capital monies or other sums or other consideration, payable in respect of the Sale Agreements (whether before, at or after completion) including any VAT (if any) payable on them,
<i>Security Documents</i>	each and all of the Debenture, the other security documents referred to in the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future;
<i>Security Interest</i>	(as defined in the Facility Agreement) any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;
<i>Trust VAT</i>	any trust or trust fund including any pension fund; and value added tax or any similar or substitute tax.

#### SCHEDULE

##### The Property

- 1 Freehold land known as 11 Lancaster Mews, London W2 registered at H M Land Registry with Title Absolute under title number 361676
- 2 Freehold land known as 19 and 20 Lancaster Gate, London W2 registered at H M Land Registry with Title Absolute under title number 395450.
- 3 Freehold land known as 21 Lancaster Gate, London W2 registered at H M Land Registry with Title Absolute under title number 121509

# 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
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,  
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](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)