

# 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.  
If you do this, please use form MG01.

FRIDAY



A20 14/12/2012 #24  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<b>2</b>	For official use
Company number	0 4 3 6 1 8 1 8	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
Company name in full	ASHCROSS SERVICES LIMITED		

<b>2</b>	<b>Creation of charge</b>	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 charge created	2 0 1 2 1 2 0 2	
Description ①	DEBENTURE	
Date of registration ②	0 7 0 9 2 0 0 3	

<b>3</b>	<b>Name and address of chargee(s), or trustee(s) for the debenture holders</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND	
Address	ESTUARY HOUSE LEEWARD DRIVE, ESTUARY BANKS, SPEKE, LIVERPOOL	
Postcode	L 2 4 8 R E	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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

Under clause 3 1 of the Debenture the Company charged to the Security Trustee as a continuing security and with full title guarantee for the payment or discharge of the monies secured by the Debenture

(a) by way of legal mortgage all the freehold and leasehold property vested in it at the date of Debenture whether or not the title to the property is registered at H M Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property

(b) by way of fixed charge

(i) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property

(ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company 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

(iii) all the Company's goodwill and uncalled capital for the time being

(iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in an claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts  
cont

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

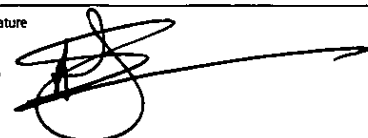
Signature

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	<p>(v) 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 Company 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 Company 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</p> <p>(vi) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third party relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3 1 2 4 of the Debenture)</p> <p>(vii) all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress), and</p> <p>(viii) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest)</p> <p>(c) by way of floating charge all the Assets (as defined below) not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3 1 2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by sub-clause 3 1 3 of the Debenture (otherwise than in favour of the Security Trustee in its capacity as such) and the Company will have no power without the consent of the Security Trustee to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business</p> <p>Under clause 3 2 of the Debenture the Security Trustee may at any time by notice to the Company, immediately convert the floating charge created under sub-clause 3 1 3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge</p> <p>(i) in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition</p> <p>(ii) in respect of all the Assets charged under sub-clause 3 1 3 of the Debenture if and when the Company ceases to carry on business or to be a going concern, and</p> <p>cont</p>	

## 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	<p>(iii) in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order,</p> <p>Provided that sub-clause 3 2 of the Debenture does not apply to any Assets situated in Scotland</p> <p>Under Clause 3 4 of the Debenture the Company agree not without the previous written consent of the Security Trustee to</p> <p>(a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture other than in favour of the Security Trustee, or</p> <p>(b) dispose of or part with possession in any way(except on the determination of any lease, tenancy or licence) or share occupation of any Asset, or</p> <p>(c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset</p> <p>Definitions</p> <p>The following terms shall have the following meanings</p> <p>"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company</p> <p>"Beneficiaries" means the Facility Agent, the Security Trustee and the Lenders</p> <p>"Facility Agent" means BoS and its successors and assigns</p> <p>"Facility Letter" means the letter dated 20 December 2002 addressed to (i) the Company, (ii) Chester Meadow Limited and (iii) Chester Meadow Holdings Limited from BoS as Facility Agent and BoS and RFS as Lenders</p> <p>"Lenders" means BoS and RFS Limited (company number 548902) ("RFS")</p> <p>"Security Trustees" means BoS and its successors and assigns</p>	

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	Paul Gittins
Company name	Lloyds Banking Group
Address	1st Floor East, Tower House Charterhall Drive
Post town	Chester
County/Region	Cheshire
Postcode	C H 8 8 3 A N
Country	UK
DX	
Telephone	01244 693328



### 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)