

# MG02

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

BLUEPRINT

OneWorld

☒ **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 M

THURSDAY



A34 \*A4MYHJXS\* 24/12/2015 #255  
COMPANIES HOUSE

**Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

- 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

### 1 Company details

Company number 0 4 4 1 3 8 2 2

Company name in full NWP STREET LIMITED

### 2 Creation of charge

Date charge created d 3 d 1 m 0 m 5 y 2 y 0 y 0 y 2

Description ① GUARANTEE AND DEBENTURE

Date of registration ② d 1 d 4 m 0 m 6 y 2 y 0 y 0 y 2

### 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 Governor and Company of the Bank of Scotland (the Bank)

Address 155 Bishopsgate

London

Postcode E C 2 M 3 U B

Name

Address

Postcode

Name

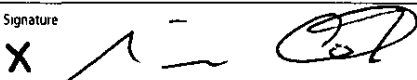
Address

Postcode

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

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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Bank</p> <p>(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 1 (see below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor from time to time (the Legally Mortgaged Property),</p> <p>(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of the security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor,</p> <p>(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor at the date of the Debenture or in the future,</p> <p>(d) by way of fixed charge all book and other debts and monetary claims at the date of the Debenture or at any time thereafter due or owing to the Chargor (the Debts) and all moneys which the Chargor receives in respect thereof together with all rights relating thereto including any security and remedies therefor,</p> <p>(e) by way of fixed charge (but subject to the provisions of Clause 7 4 of the Debenture- see Schedule 2 below) all balances standing to the credit of any current, deposit or other account of the Chargor with the Bank (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers, financial institutions or similar third parties (the Credit Balances),</p>	
<b>5</b>	<b>Satisfaction of the debt</b>	Please tick one box only
	I confirm that the debt for which the charge described above was given has been paid or satisfied ① <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	
<b>6</b>	<b>Signature</b>	X
Signature	Please sign the form here Signature 	
	This form must be signed by a person with an interest in the registration of the charge	

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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
Short particulars	<p>(f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of (i) any Subsidiary, and</p> <p>(ii) any other body corporate,</p> <p>and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,</p> <p>(g) by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Debenture or at any time thereafter in existence,</p> <p>(h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, know-how and inventions or other rights of every kind deriving therefrom at the date of the Debenture or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions, and</p> <p>(i) by way of floating charge the whole of the Charger's undertaking and all its property, assets and rights, whatsoever and wheresoever, as at the date of the Debenture and in the future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Bank by way of fixed charge by this Clause and Clause 4 2 of the Debenture (see Schedule 3 below) (thereinafter collectively referred to as the Floating Charge Property)</p> <p><b>NEGATIVE PLEDGE</b></p> <p>The Chargor covenanted that without the prior written consent of the Bank it shall not nor shall it agree or purport to</p> <p>(a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) (as defined below) whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture save to the extent permitted or required under the Credit Agreement, or</p> <p>(b) sell, discount factor, transfer lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except</p> <p>(i) as permitted under the Credit Agreement, or</p> <p>(ii) Floating Charge Property in the ordinary course of trading by the Chargor and on arm's length terms</p>

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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
Short particulars	<p><b>DEFINITIONS</b></p> <p>Credit Agreement means the credit agreement dated 31 May 2002 made between Chargor, NWP Payphones Limited (in the process of changing its name to NWP Spectrum Limited), NWP Street Limited and the Bank</p> <p>Encumbrance has the meaning given to that term in the Credit Agreement Finance Documents has the meaning given to that term in the Credit Agreement Permitted Encumbrances has the meaning given to that term in the Credit Agreement</p> <p><b>SCHEDULE 1</b></p> <p>The Legally Mortgaged Property</p> <p><b>SCHEDULE 2</b></p> <p>7 4 Prior to the security hereby created becoming enforceable, in the absence of any written directions to the contrary from the Bank, any moneys in respect of the Debts received by the Chargor and paid into any current account or other account with the Bank in accordance with the requirements of Clause 7 1 hereof shall upon being paid into such account be released from the fixed charge created by Clause 4 1(d) hereof and shall become subject to the floating charge created by Clause 4 1(i) Such release from the fixed charge shall not affect and shall be entirely without prejudice to the continuance of the said fixed charge on all other Debts of the Chargor outstanding from time to time and on all moneys which the Chargor receives in respect thereof</p> <p><b>SCHEDULE 3</b></p> <p>4 2 In addition, the Chargor hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Bank) assigns with full title guarantee by way of security all of the Chargor's rights, title and interest (both present and future) in all and each of the Acquisition Documents PROVIDED THAT the Chargor shall be entitled to require the re-assignment of the Acquisition Agreement at any time after the Secured Obligations have been discharged in full</p>

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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	Heather Newnham									
Company name	Arqiva Limited									
Address	Crawley Court									
Post town	Winchester									
County/Region	Hampshire									
Postcode	S	O	2	1	2	Q	A			
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](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)