

MR04

Statement of satisfaction in full or in part of a charge

Oyez

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 for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP
LL MR04

SATURDAY



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A04

23/01/2016

#179

COMPANIES HOUSE

1	Company details
Company number	0 5 3 1 3 2 5 4
Company name in full	BOLSOVER STREET LIMITED

1
▶ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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	0 3 1 2 2 0 0 7

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	
Instrument description	A DEBENTURE MADE BETWEEN (1) BOLSOVER STREET LIMITED AND OTHERS AS CHARGORS AND (2) THE ROYAL BANK OF SCOTLAND PLC DATED 03 DECEMBER 2007.

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Continuation page

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

Short particulars

PLEASE PART 1 OF THE ATTACHED SCHEDULE TO BE READ
IN CONJUNCTION WITH PART 4 WHICH CONTAINS
APPLICABLE DEFINITIONS

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

¹ Charge code

This is the unique reference code allocated by the registrar

Charge code ¹

□ □ □ □ - □ □ □ □ - □ □ □ □

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Part C To be completed for all charges

C1

Satisfaction

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

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

BOLSOVER STREET LIMITED

Please give the address of the person delivering this statement

Building name/number

c/o MANHATTAN LOFT 5TH FLOOR EDISON HOUSE

Street

223-231 OLD MARYLEBONE ROAD

LONDON

Post town

County/Region

Postcode

N W 1 5 Q T

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

CHARGOR

C3

Signature

Please sign the form here

Signature



Signature

X

X

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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	Recher
Company name	9th Floor, 68 North Row
Address	
Post town	
Country/Region	
Postcode	W1K 7DA
Country	
DX	DX 92701 Oxford
Telephone	Circles North, 0207 563 592
 Checklist	
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following.	
<input type="checkbox"/> The company name and number match the information held on the public Register	
Part A Charges created before 06/04/2013	
<input type="checkbox"/> You have given the charge date	
<input type="checkbox"/> You have given the charge number (if appropriate)	
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4	
Part B Charges created on or after 06/04/2013	
<input type="checkbox"/> You have given the charge code	
Part C To be completed for all charges	
<input type="checkbox"/> You have ticked the appropriate box in Section C1	
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C2.	
<input type="checkbox"/> 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	

Bolsover Street Limited

Schedule to Form M395

Part 1

Amount secured by the mortgage or charge

The "Secured Liabilities", defined in Clause 2 2 (*Definition of "Secured Liabilities"*) of the Debenture to mean

- (a) all moneys from time to time due or owing, and all other actual or contingent liabilities from time to time incurred, by the Borrower or any other Obligor to any Finance Party under or pursuant to the Finance Documents, and
- (b) interest on the moneys and liabilities referred to in Paragraph (a), to be calculated to the date of payment (as well after as before any Default or judgment) at the rates and on the terms from time to time applicable under the relevant document (or, in the absence of an applicable rate and terms, to be calculated and paid under the terms of the Facility Agreement as if it were an Unpaid Sum)

Part 2

Short particulars of all the property mortgaged or charged

1 Land

As security for the payment and discharge of the Secured Liabilities, the Chargor in Clause 3 1 (*Land*) of the Debenture with full title guarantee charges to the Security Trustee

- (a) **The Property** by way of first legal mortgage all of its rights as at the date of the Debenture in the Property, and

- (b) **Other land** by way of first fixed charge all of its other rights in any land,

(together the "Mortgaged Properties") in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Mortgaged Properties and any proceeds of disposal of any of the Mortgaged Properties

2 Assignments

As security for the payment and discharge of the Secured Liabilities, the Chargor in Clause 3 2 (*Assignments*) of the Debenture with full title guarantee assigns and agrees to assign absolutely to the Security Trustee (subject to re-assignment on final and unconditional discharge of the Secured Liabilities)

- (a) **Rental Income** all of its rights in any Rental Income, in any other amounts payable under any Occupational Lease and in any guarantee contained in or relating to any Occupational Lease,
- (b) **Occupational Leases and other documents** all of its other rights under any Occupational Leases, all of its rights under the Purchase Agreement, any Sale

Contract and any other contract for or relating to any of the Security Assets (including the agreements appointing any Managing Agent) and all of its rights under any environmental, building, structural or other report relating to any of the Security Assets (including any furnished as conditions precedent pursuant to Clause 4 (*Conditions of Utilisation*) of the Facility Agreement),

- (c) **Development** except in relation to the S 106 Agreement, all of its rights under any Development Document,
- (d) **Joint Venture Documents** all of its rights under any Joint Venture Document,
- (e) **Insurance** all of its rights in any contracts of insurance, including those relating to the Mortgaged Properties, and
- (f) **Borrower Hedging Agreements** all of its rights under any Borrower Hedging Agreements

3 **Fixed charges**

As security for the payment and discharge of the Secured Liabilities, the Chargor in Clause 3.3 (*Fixed charges*) of the Debenture with full title guarantee charges to the Security Trustee by way of first fixed charge

- (a) **Chattels** all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade),
- ✓ (b) **Goodwill** its goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital,
- (c) **Bank accounts** all of its rights in any credit balances on any bank accounts, including the Security Accounts, and the indebtedness represented by those accounts,
- ✓ (d) **Book and other debts** all of its rights in any book and other debts, revenues and claims (and their respective proceeds) and the benefit of all security, guarantees and other rights of any nature enjoyed or held by it in relation to any of them,
- (e) **Shares** all of its rights in any shares, stocks, debentures, bonds and other investments or securities of any kind, together with any associated dividends, interest and other assets and all of its other rights in any company, firm, consortium, joint venture or entity,
- (f) **Intellectual property rights** all of its rights in any intellectual property, including any present and future patents, patent applications, trade and service marks, trade names, registered designs, confidential information, know how and copyrights (including those in computer software) and in any licences and ancillary and connected rights relating to intangible property,

- (g) **Licences** all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Assets and all of its rights in connection with them, and
- (h) **Other documents** all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Security Assets, other than those assigned as referred to in Paragraph 2 (*Assignments*), including to the extent that they are not assigned pursuant to Clause 3 2 (*Assignments*) of the Debenture (whether because such assignment is ineffective or otherwise), those assigned pursuant to Clause 3 2 (*Assignments*) of the Debenture

4 Floating charge

As security for the payment and discharge of the Secured Liabilities, the Chargor in Clause 3 4 (*Floating charge*) of the Debenture with full title guarantee charges to the Security Trustee by way of first floating charge all of its assets from time to time not from time to time mortgaged, charged or assigned as referred to in Paragraphs 1 (*Land*) to 3 (*Fixed charges*) (including all of its rights in any land in Scotland)

Part 3 Covenants

- 1 In Schedule 4, Paragraph 1 1 (*Negative pledge*) of the Debenture, the Chargor covenants that it shall not create or permit to subsist any Security Interest over any of the Security Assets, other than as expressly permitted by the Facility Agreement
- 2 In Schedule 4, Paragraph 1 2 (*No disposals*) of the Debenture, the Chargor covenants that it shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Security Asset, other than as expressly permitted in the Facility Agreement
- 3 By Schedule 4, Paragraph 2 2(c) (*Occupational Leases*) of the Debenture, the Chargor agrees that no grant, agreement to grant acceptance of a surrender of an Occupational Lease by it during the continuance of the Debenture shall have effect or force (by virtue of ss99 and 100 Law of Property Act 1925 or otherwise) unless expressly permitted by the Facility Agreement
- 4 In Schedule 4, Paragraph 12 (*Further assurance*) of the Debenture, the Chargor covenants that it shall at its own expense execute and do (and ensure that its nominees execute and do) any documents, acts and things which the Security Trustee may reasonably require from time to time for
 - (a) giving effect to, perfecting or protecting the Security Trustee's security over the Security Assets, or

- (b) facilitating the realisation of any Security Assets and the exercise of all powers, authorities and discretions vested by the Debenture in the Security Trustee or in any Receiver

In particular, the Chargor covenants to (and to ensure that its nominees shall) promptly execute all transfers, conveyances, assignments, assurances and legal mortgages or charges of any Security Assets which the Security Trustee may reasonably require from time to time

Part 4

Definitions

"assets" includes present and future properties, revenues and rights of every description

"Assigned Documents" means the documents the rights under which are assigned as referred to in Part 2, Paragraph 2 (*Assignments*) of this Schedule

"Borrowers" means Bolsover Street Limited, a company incorporated in England and Wales (registered number 05313254) whose registered office is at 12 Queen Anne Street, London W1G 9AU and Bolsover Street No 2 Limited, a company incorporated in England and Wales (registered number 06421426) whose registered office is at c/o Manhattan Loft Corp, 12 Queen Anne Street, London W1G 9AU, and **"Borrower"** means either of them

"Borrower Hedging Agreement" means any derivative or other transaction instrument entered into from time to time by the Borrowers for the purpose of hedging the interest payable under the Facility Agreement

"Default" means an Event of Default (as defined in the Facility Agreement) or any event or circumstance specified in Clause 24 (*Events of Default*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of them) be an Event of Default

"Development Document" has the meaning given to that term in the Facility Agreement and includes the Purchase Agreement, the S106 Agreement, the Development Contract (as that term is defined in the Facility Agreement) and any other agreements or documents from time to time entered into by the Borrowers in connection with the Development Works (as that term is defined in the Facility Agreement)

"Facility Agreement" means the facility agreement dated 3 December 2007 and made between amongst others (1) the Borrowers as borrower and (2) the Royal Bank of Scotland plc in various capacities including as Security Trustee

"Finance Documents" has the meaning given to it in the Facility Agreement and includes the Facility Agreement and the Debenture, and **"Finance Document"** means any of them

"Finance Parties" means the Arranger, the Agent, the Security Trustee and the Lenders (as the terms "Arranger", "Agent" and "Lenders" are defined in the Facility Agreement) and **"Finance Party"** means any of them,

"Joint Venture Documents" has the meaning given to that term in the Facility Agreement and includes a joint venture agreement relating to the purchase of the Property and the control of the shares in the Borrowers dated on or about the date of the Facility Agreement and made between (1) Manhattan Loft (Bolsover Street) Limited, (2) Ridgford Properties (Bolsover Street) Limited, (3) Manhattan Loft Corporation Limited and (4) Ridgford Properties Limited

"Managing Agent" means any managing agent or managing agents of the Property which may be appointed with the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) from time to time

"Mortgaged Properties" has the meaning given to it in Part 2, Paragraph 1 (*Land*) of this Schedule, **"Mortgaged Property"** means any of them and any reference to one or more of the Mortgaged Properties includes all or any part of it or each of them

"Obligors" has the meaning given to it in the Facility Agreement and includes the Borrowers and the Chargor

"Occupational Lease" means any lease, underlease, tenancy, licence or other right of occupation from time to time created (whether by the Borrowers or otherwise) or subsisting directly or indirectly out of any interest of the Borrowers in the Property.

"Property" means The Royal National Orthopaedic Hospital Site/Greenwell Street, London W1 as the same is registered at the Land Registry with freehold title number 301101, 432054 and 417544 and as part is registered at the Land Registry with leasehold title under title number LN147998 and any reference to the Property includes all or any part of it

"Purchase Agreement" means a contract dated 21 October 2005 for the purchase and development of the Property and made between (1) The Royal National Orthopaedic Hospital National Health Service Trust and The Warden and College of the Souls of All Faithful People deceased in the University of Oxford (2) Bolsover Street Limited and (3) Ridgford Properties Limited and Manhattan Loft Corporation Limited

"Rental Income" has the meaning given to it in the Facility Agreement and includes each amount payable to or for the benefit or account of any Obligor in connection with the letting and/or licensing of all or any part of the Property but excluding those amounts (if any) (together with any value added or similar taxes) due to any Obligor from any tenants or other occupiers under an Occupational Lease by way of contribution to insurance premiums or service charges and any value added tax or similar taxes payable on any of the items listed in the Facility Agreement

"right" includes any estate, interest, claim or other right of any kind, both present and future

"S.106 Agreement" means an agreement dated 16 March 2007 made between (1) The Royal National Orthopaedic Hospital National Health Service Trust and The Warden and College of the Souls of All Faithful People deceased in the University of Oxford (2) Bolsover Street Limited and (3) Westminster City Council

"Sale Contracts" has the meaning given to that term in the Facility Agreement and includes any exchanged contracts for sale or lease in relation to all or any part of the Property

"Secured Liabilities" has the meaning given to it in Part 1 of this Schedule

"Security Accounts" means the Rent Account, the General Account, the Cash Collateral Account, the Sale Deposits Account, the Affordable Housing Account, the Disposal Proceeds Holding Account and the VAT Account, as each of those terms is defined in the Facility Agreement

"Security Assets" means the Mortgaged Properties, the Assigned Documents, the Shares and the other assets from time to time the subject of the Debenture, **"Security Asset"** means any of them and any reference to the Security Assets includes all or any of them

"Security Interest" means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares" means the shares and other assets referred to in, and the rights of each Chargor in which are charged pursuant to the Debenture as referred to in Part 2 Paragraph 3(e) (*Shares*) of this Schedule and in relation to any Chargor **"its Shares"** means those Shares in respect of which it has charged rights pursuant to the Debenture as referred to in Part 2, Paragraph 3(e) (*Shares*) of this Schedule, including any in which it has a beneficial interest but not legal title

"Unpaid Sum" means any sum due and payable but unpaid by any Obligor under the Finance Documents