

MR04

Statement of satisfaction in full or in part of a charge



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
charge against an LLP. Use
LL MR04

FRIDAY



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20/06/2014

#59

COMPANIES HOUSE

2

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

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 5 3 8 9 8 0 4

Company name in full Eagle Croydon Centre A Limited

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 ^d2 ^d9 ^m0 ^m5 ^y2 ^y0 ^y0 ^y9

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 security assignment of rental income dated 29 May 2009
between Eagle Croydon Centre A Limited (the "Assignor") and
Bouwfonds Real Estate Investment Management B.V. (the
"Assignee") (the "Assignment Agreement")

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	
Short particulars	<p>Please see schedule 1 for short particulars of all the property mortgaged or charged</p> <p>Please see schedule 2 for definitions</p>	Continuation page Please use a continuation page if you need to enter more details

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																
Charge code ❶	<table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>					-						-					❶ Charge code This is the unique reference code allocated by the registrar
				-						-							

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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

Clifford Chance LLP

Please give the address of the person delivering this statement

Building name/number

10

Street

Upper Bank Street

Post town

London

County/Region

Postcode

E 1 4 5 J J

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

Person's interest in the charge

Solicitors acting for the chargor

C3

Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP 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 913958

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000

**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

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ 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

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**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

**Schedules to Form MR04 relating to the Assignment Agreement entered into by Eagle
Croydon Centre A Limited (company number 05389804)**

SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 ASSIGNMENT

The Assignor has assigned and agreed to assign absolutely and with full title guarantee to the Assignee as security for the payment and discharge of the Secured Obligations all of its right, title and interest, present and future, in, and under any Rental Income and the right to make demand for and receive the same

2 FURTHER ASSURANCES

The Assignment Agreement contains covenants for further assurances

SCHEDULE 2

DEFINITIONS

In this Form MR04

"Facility Agreement" means the facility agreement dated on or about the date of the Assignment Agreement between amongst others the Assignor and the Assignee;

"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Property and any agreement for the grant of any of the foregoing,

"Occupational Lease" means any Lease to which the Assignor's interest in the Property may be subject from time to time,

"Property" means the leasehold land registered at the Land Registry under Title Number SGL665311, known as Allders Multi-Storey Car Park, Digwall Avenue, and Units 140 and 1129 Whitgift Centre, Croydon, with any fixtures thereon and references to the Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time,

"Rental Income" means all sums paid or payable to or for the benefit of the Assignor arising from the letting, use or occupation of all or any part of the Property, including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Lease,
- (e) any Service Charge Proceeds,
- (f) payments made in respect of a breach of covenant or dilapidations under any Lease in relation to the Property and for expenses incurred in relation to any such breach,
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease,
- (h) any contribution by a tenant of the Property to ground rent due under any Lease out of which Assignor derives its interest in the Property,

- (i) interest, damages or compensation in respect of any of the items in the definition;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition, and
- (k) any amount in respect of or which represents VAT,

"Secured Obligations" means all present obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Assignor or by some other person) of the Assignor to the Assignee under the Facility Agreement or the Assignment Agreement,

"Service Charge Expenses" means -

- (a) any expense or liability incurred by a tenant under an Occupational Lease
 - (i) by way of reimbursement of expenses incurred, or on account of expenses to be incurred, by or on behalf of the Assignor in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of, the Property and the payment of insurance premiums for the Property,
 - (ii) to, or for expenses incurred by or on behalf of, the Assignor for a breach of covenant where such amount is or is to be applied by it in remedying such breach or discharging such expenses,
- (b) any contribution (not including any amount or part of any amount which represents VAT chargeable in respect of such contribution) to a sinking fund paid by a tenant under its Occupational Lease,
- (c) any contribution paid by a tenant to ground rent (or VAT chargeable in respect of ground rent) due under any Lease out of which the Assignor derives its interest in the Property , and
- (d) any amount in respect of any management, maintenance, insurance, repair or similar expense or in respect of the provision of services relating to the Property to the extent that such amount is not recoverable from a tenant,

"Service Charge Proceeds" means any payment for Service Charge Expenses,

"VAT" shall be construed as a reference to Value Added Tax including any similar tax which may be imposed in place thereof from time to time