

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
or in part of a fixed charge
company registered in Scotland.
If you do this, please use form MG01

TUESDAY



SCT *S1CDLJX4*
03/07/2012 #676
COMPANIES HOUSE

1 Company details

Company number 0 5 4 9 8 2 3 0
Company name in full BUCCLEUCH PROPERTY (INTERCITY) LIMITED
(THE "CHARGOR")

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 2 5 0 2 2 0 0 8
Description 1 DEBENTURE
Date of registration 2 0 7 0 3 2 0 0 8

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 DEUTSCHE POSTBANK AG, LONDON BRANCH
Address 61 QUEEN STREET, LONDON
Postcode EC 4 R 1 A F

Name
Address
Postcode
Name
Address
Postcode

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


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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	Continuation page Please use a continuation page if you need to enter more details.
Short particulars	<p>1 1 The Chargor charges and agrees to charge all the present and future right, title and interest of the Chargor in and to the following assets which are at any time owned by the Chargor or in which the Chargor from time to time has an interest</p> <p>1 1 1 by way of first legal mortgage to the extent that the grant of such first fixed charge would not give rise to any breach of the same or require the consent of any other party to the same, all other Property (if any) now vested in or charged to the Chargor,</p> <p>1 1 2 by way of first fixed charge</p> <p>(a) all other Property and all interests in Property (not charged by Clause of the Debenture 4 1 1), and</p> <p>(b) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>1 1 3 by way of first fixed charge</p> <p>(a) all plant and machinery (not charged under Clauses 4 1 1 or 4 1 2 of the Debenture),</p> <p>(b) all computers, vehicles, office equipment and other equipment, and</p> <p>(c) to the extent that the grant of such first fixed charge would not give rise to any breach of the same or require the consent of any other party to the same, the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 4 by way of first fixed charge, all Charged Securities together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Chargor may have at any time against any clearance or settlement systems or custodian in respect of any Charged Investments,</p> <p>1 1 5 by way of first fixed charge all of its respective right, title, interest and benefit in respect of</p> <p>(a) any amount standing to the credit of the Charged Account, any Designated Account and any other bank accounts of the Chargor from time to time other than the Project Account,</p> <p>(b) all interest paid or payable in relation to those amounts, and</p> <p>(c) all debts represented by those amounts</p> <p>CONTINUED</p>	
5	Satisfaction of the debt	
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied ●</p> <p><input checked="" type="checkbox"/> In full</p> <p><input type="checkbox"/> In part</p>	● Please tick one box only
6	Signature	
Signature	<p>Please sign the form here</p> <p>Signature  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</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	Grant Docherty
Company name	Biggart Baillie LLP
Address	No 2 Lochrin Square
96 Fountainbridge	
Post town	Edinburgh
County/Region	
Postcode	E H 3 9 Q A
Country	
DX	ED 15
Telephone	0131 226 5541

 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 <input type="checkbox"/> You have completed the charge details in Section 2 <input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders <input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged <input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part <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

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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>1 1 6 by way of first fixed charge all its respective right, title, interest and benefit in respect of any present and future Hedging Agreement entered into by the Chargor,</p> <p>1 1 7 by way of first fixed charge all Intellectual Property,</p> <p>1 1 8 to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 2 of the Debenture by way of first fixed charge those Assigned Assets,</p> <p>1 1 9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>2 The Chargor charges and agrees to charge by way of first floating charge all its present and future assets and undertaking (wherever located) other than any assets at any time otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 4 1 or Clause 4 2 of the Debenture or any other provision of the Debenture (but excluding from the foregoing all such property, assets and rights situated in Scotland or the rights to which are governed by Scots law, all of which are and shall remain subject to such floating security)</p> <p>For the purposes of this Form MG02 the following words shall have the following meanings -</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to Clause 4 2 of the Debenture</p> <p>"Charged Account" means the Income Account</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities</p> <p>"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time</p>
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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Intellectual Property" means all present or future legal and/or equitable interests of the Chargor (including, without limitation, the benefit of all licences in any part of the world) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Chargor</p> <p>"Income Account" means an interest bearing deposit account of the Chargor maintained by the Chargor with the Facility Agent as defined in the Facility Agreement and numbered 073015 GBP 3070 50 and designated "Income Account" or any replacement account opened by the Chargor at the request of the Facility Agent</p> <p>"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor or in which the Chargor has an interest at any time but excluding all heritable and leasehold properties situated in Scotland) and</p> <ul style="list-style-type: none"> (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, (ii) all easements, rights and agreements in respect thereof, (iii) all proceeds of sale of that property, and (iv) the benefit of all covenants given in respect thereof <p>"Related Rights" means, in relation to any Charged Securities</p> <ul style="list-style-type: none"> (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities and any asset referred to in paragraph (ii) below, (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise <p>"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture</p>	