

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
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland
do this, please use form 1

WEDNESDAY



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28/09/2011

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COMPANIES HOUSE

For official use

→ **Filling 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 8 9 1 7 4 5

Company name in full Amsprop Southbank Limited (the "Company").

2 Creation of charge

Date charge created 0 8 0 9 2 0 1 0

Description ① A debenture made between the Company and Bank of
Scotland Plc (the "Charge").

Date of registration ② 0 2 0 9 2 0 1 0

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 Bank of Scotland Plc

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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

Please see the continuation sheets to this form MG02

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

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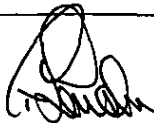
Signature

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

CHFP025

05/10 Version 4.0

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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 Tom Wood

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



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 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

Amsprop Southbank Limited (company number: 05891745)

Section 4: definitions

In this form MG02, the following definitions shall apply:

"Account Bank" means Bank of Scotland (formerly known as The Governor and Company of the Bank of Scotland) of The Mound, Edinburgh, EH1 1YZ or such other bank with which any Security Account is maintained from time to time,

"Assigned Assets" means the Charged Assets expressed to be assigned pursuant to clause 4.2 of the Charge (and as described in clause 2 of continuation sheet 2),

"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Charged 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 Charge,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means all stock, shares, Charges, 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 Charge) at the date of the Charge or thereafter owned (legally or beneficially) by the Company or in which the Company has an interest at any time,

"Disposal" means a sale or disposal (including a disposal by way of the grant of a lease at a premium) of the Security Property including a disposal of the shares of the Company,

"Disposal Proceeds" means the proceeds of any Disposal,

"Insurances" means all contracts and policies of insurance (and all cover notes) which are at any time held by or written in favour of the Company or in which the Company from time to time has an interest;

"Intellectual Property" means all present or future legal and/or equitable interests (including, without limitation, the benefit of all licenses in any part of the world) of the Company

- (A) 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

- (B) any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company,

"Occupational Leases" means any lease, licence, tenancy or other occupational arrangement granted for occupation of any part of the Security Property at any relevant time;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the time of the Charge or thereafter belonging to the Company or in which the Company has an interest at any time including the Security Property

- (A) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (B) all easements, rights and agreements in respect thereof,
- (C) all proceeds of sale of the whole or any part of that property, and
- (D) the benefit of all covenants given in respect thereof,

"Receivable" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (other than the Rental Income) (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with.

- (A) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (B) all proceeds of any of the foregoing,

"Related Rights" means, in relation to any Charged Security.

- (A) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (B) of this definition,
- (B) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether or by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Rental Income" means the aggregate of all gross rents, licence fees and other monies reserved by or arising out of any Occupational Lease or any agreement for lease or otherwise, without limitation, derived by the Company or from the Security Property from time to time, including, without limitation

- (A) rents, licence fees and equivalent sums reserved or made payable,
- (B) sums received from any deposit held as security for performance of the obligations of any tenant under an Occupational Lease;

- (C) any sum equal to any apportionment of rent allowed in favour of the Company under the agreement for the acquisition of the Security Property,
- (D) proceeds of insurance in respect of loss of rent or interest on rent,
- (E) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease,
- (F) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, or the provision of any other services specified in any Occupational Lease, and the payment of insurance premiums and other costs of insurance, in respect of the Security Property;
- (G) proceeds paid for a breach of covenant or for dilapidations under any Occupational Lease and for expenses incurred in relation to any such breach,
- (H) any contribution to a sinking fund paid under any Occupational Lease,
- (I) any contribution by any tenant under an Occupational Lease to ground rent due from the Company under any Superior Lease,
- (J) any payment from a guarantor or other surety in respect of any of the items listed in this definition,
- (K) interest, damages or compensation in respect of any of the items in this definition, and
- (L) any amount in respect of VAT payable on any sum mentioned in this definition save to the extent such amount has already been included in this definition,

"Security Accounts" means the accounts of the Company with the Account Bank numbered 06075035 and 6075043,

"Security Property" means the freehold land and building known as The IBM Building, 74-78 (even), Upper Ground, London, registered at the Land Registry under Title Number SG1488900,

"Superior Lease" means any superior lease under which the Company holds its title to the Security Property,

Section 4: short particulars

1 FIXED CHARGES

1 1 The Company has charged all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company or in which it from time to time has an interest:

1 1 1 by way of first legal mortgage.

- (A) the Security Property, and
- (B) all other Property (if any) at the date of the Charge vested in or charged to the Company which is not Security Property

1 1 2 by way of first fixed charge

- (A) all other Property and all interests in Property not included in clause 1 1 1,
- (B) all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (C) all of its rights under the appointment of any managing agent of the Property, and
- (D) the benefit of the Insurances, all claims under the Insurances and all proceeds of the Insurances,

1 1 3 by way of first fixed charge all plant and machinery not included in clauses 1 1 1 or 1.1.2, at the date of the Charge and thereafter on the Property and the benefit of all contracts, licences and warranties relating to the same,

1 1 4 by way of first fixed charge

- (A) all computers, vehicles, office equipment and other equipment at the date of the Charge and thereafter on the Property not included in clause 1 1 3,
- (B) the benefit of all contracts, licences and warranties relating to the same,

1 1 5 by way of first fixed charge all Charged Securities, in each case together with

- (A) all Related Rights from time to time accruing to those Charged Securities, and
- (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

1 1 6 by way of first fixed charge

- (A) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and
- (B) all accounts with any bank, financial institution or other person not included in 1 1 6(A) and all monies at any time standing to the credit of any such account,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- 1 1 7 by way of first fixed charge all Intellectual Property,
- 1 1 8 by way of first fixed charge all rights to recover VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
- 1 1 9 to the extent that any Assigned Asset is not effectively assigned pursuant to clause 4 2 of the Charge, by way of first fixed charge such Assigned Asset,
- 1 1 10 by way of first fixed charge to the extent not otherwise charged or assigned in the Charge,
 - (A) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets; and
 - (B) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- 1 1 11 by way of first fixed charge all of the goodwill and uncalled capital of the Company

2 SECURITY ASSIGNMENTS

- 2 1 The Company has assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption pursuant to clause 35 1 of the Charge) all its present and future right, title and interest in and to
 - 2 1 1 the Rental Income,
 - 2 1 2 all Disposal Proceeds;
 - 2 1 3 the Occupational Leases,
 - 2 1 4 the Insurances, all claims under the Insurances and all proceeds of the Insurances,
 - 2 1 5 all rights under any agreement or arrangement it may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement (together the "Hedging Arrangements"),
 - 2 1 6 all other Receivables not included in clauses 1 2 1, 1 2 2, 1 2 4 and 1 2 5, and
 - 2 1 7 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents benefiting the Company in respect of the Property
- 2 2 To the extent that any Assigned Asset described in clause 2 1 4 is not assignable, the assignment which clause 4 2(d) of the Charge purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

3 FLOATING CHARGE

3.1 The Company has charged and agreed to charge by way of first floating charge all its present and future:

3.1.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 of the Charge,

3.1.2 whether or not effectively so charged or assigned, heritable property and all other property and assets in Scotland