

MR04

Statement of satisfaction in full or in part of a charge



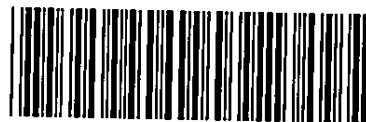
Companies House

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

THURSDAY



A52

A2NJHXC9

19/12/2013

#386

COMPANIES HOUSE

1 Company details

Company number 0 7 1 5 9 3 5 8

Company name in full London Square Developments (Holdings) Limited (the Guarantor)

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

All fields are mandatory unless specified or indicated by *

2 Charge creation¹

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**

1 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ²

Charge creation date 2 6 0 5 2 0 1 1

2 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

A2 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 between, amongst others, the Guarantor and Security Trustee (as defined in section 5 below) (the Deed)

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

MR04

Statement of satisfaction in full or in part of a charge

A3

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	<p>1 Charging provisions</p> <p>1 1 General</p> <p>All Security created by a Chargor (including the Guarantor) under clause 3 2 (First legal mortgage) to 3 6 (Floating charge) inclusive of the Deed as set out in paragraphs 1 2 to 1 6 inclusive of this Form MR04 is</p> <p>(a) a continuing security for the payment and discharge of the Secured Obligations,</p> <p>(b) granted with full title guarantee,</p> <p>(c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset, and</p> <p>(d) granted in favour of the Security Trustee as security trustee for the Finance Parties</p> <p>1 2 First legal mortgages</p> <p>Each Chargor (including the Guarantor) charged by way of first legal mortgage</p> <p>(a) the Property, and</p> <p>(b) all other interests and estates in freehold, leasehold or commonhold property other than any Rack Rent Lease,</p> <p>and, in each case, all Fixtures on such property for the time being</p>	

MR04

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013**B1****Charge code**

Charge code ①

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

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

Forename(s)

Goodwin Procter (UK) LLP

Surname

Please give the address of the person delivering this statement

Building name/number

Tower 42

Street

25 Old Broad Street

Post town

London

County/Region

London

Postcode

E C 2 N 1 H Q

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

Person's interest in the charge

Solicitors acting on behalf of the Guarantor

C3**Signature**

Please sign the form here

Signature

Signature

X Goodwin Procter (UK) LLP X

MR04

Statement of satisfaction in full or in part of a charge

**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

Toby Young

Company name

Goodwin Procter (UK) LLP

Address

Tower 42

25 Old Broad Street

Post town

London

County/Region

London

Postcode

E C 2 N 1 H Q

Country

United Kingdom

DX

Telephone

020 7447 4209

**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 completed the Description of instrument and Short particulars in Sections A2 and A3

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

**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

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

1 3 Assignments

- (a) Each Chargor (including the Guarantor) assigned
 - (i) the Relevant Agreements to which it is a party, and
 - (ii) the Relevant Policies to which it is a party
- (b) Each Chargor shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party

1 4 First fixed charges

Each Chargor (including the Guarantor) charged by first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each Blocked Account,
- (i) all monies from time to time standing to the credit of each account including, without limitation, the Development Account and each Operations Account held by the relevant Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a Charged Account),
- (j) all its Intellectual Property,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

(m) to the extent that any legal mortgage in clause 3 2 (First legal mortgages) of the Deed as set out in paragraph 1 2 of this form MR04 or any assignment in clause 3 3 (Assignments) of the Deed as set out in paragraph 1 3 of this form MR04 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

1 5 Sub-charge

The Borrower charged all principal interest or other money now and in the future secured by the Property Owner Charge together with the benefit of the Property Owner Charge and any other Security now and in the future held by the Borrower for the same indebtedness

1 6 Floating charge

Each Chargor (including the Guarantor) charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of fixed charge or sub-charge or assigned under clauses 3 2 (First legal mortgages), 3 3 (Assignments), 3 4 (First fixed charges) or 3 5 (Sub-charge) of the Deed as set out in paragraphs 1 2, 1 3, 1 4 or 1 5 of this form MR04

1 7 Qualifying floating charge

The Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Deed

1 8 Conversion of floating charge to a fixed charge

The Security Trustee may, at any time by notice in writing to any Chargor (including the Guarantor), convert the floating charge created under clause 3 6 (Floating charge) of the Deed as set out in paragraph 1 6 of this form MR04 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

(a) an Event of Default is continuing, or

(b) in the opinion of the Security Trustee that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

1 9 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of any Finance Document)

(a) a Chargor (including the Guarantor) creates or attempts to create any Security over any of its Floating Charge Assets,

(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor (including the Guarantor),

the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 9(c) (Automatic conversion of floating charge to a fixed charge) of the Deed as set out in paragraph 1 9(c) of this form MR04 over all of the Floating Charge Assets

2 Negative pledge

2 1 No Chargor (including the Guarantor) shall create or permit to subsist any Security over any of its assets

2 2 No Chargor (including the Guarantor) shall

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

2 3 Clauses 5 1 and 5 2 (Negative pledge) in the Deed as set out in paragraphs 2 1 and 2 2 of this form MR04 do not apply to any Security or arrangement which is Permitted Security

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

In this form the following terms shall have the following meanings

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Blocked Account means

- (a) the Proceeds Account (as such term is defined in the Facility Agreement), and
- (b) any other account designated as a Blocked Account by a Chargor and the Security Trustee

Chargor means the Borrower or the Guarantor (and together the Chargors)

Development Account has the meaning given to it in the Facility Agreement

Event of Default means any event or Circumstance specified as such in clause 27 of the Facility Agreement (Events of Default)

Facility Agreement means the facility agreement dated 26 May 2011 between the Borrower as borrower, the Guarantor as guarantor, The Royal Bank of Scotland plc as Arranger, The Royal Bank of Scotland plc as Original Lender, The Royal Bank of Scotland plc as Original Hedge Counterparty and The Royal Bank of Scotland plc as Agent and Security Trustee

Finance Documents means each of the Facility Agreement, any Accession Agreement, each Fee Letter, each Hedge Agreement, each Subordination Deed, each Security Document, each Transfer Certificate any Utilisation Request and any other document designated as a Finance Document by the Agent and the Borrower (as each such term is defined in the Facility Agreement)

Finance Parties means any of the Agent, the Arranger, the Security Trustee, each Lender and each Hedge Counterparty (as each such term is defined in the Facility Agreement)

Financial Indebtedness has the meaning given to it in the Facility Agreement

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on that Secured Property

Floating Charge Asset means all the assets and undertaking from time to time subject to the floating charge created under clause 3.6 (Floating charge) of the Deed and as set out in paragraph 16 of this form MR04 (Floating charge)

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Intellectual Property means

- (a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant chargor or by a trustee or clearance system or nominee

Obligors means each of the Borrower and the Guarantor

Operations Account has the meaning given to it in the Facility Agreement

Permitted Security has the meaning given to it in the Facility Agreement

Property means the property listed in schedule 1 (Property) of the Deed as set out in schedule 1 of this form MR04 (Property)

Rack Rent Lease means any leasehold property that has a rack rent payable in respect of it and/or a term of less than 20 years to run

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise),
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share, and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

MG04 - continuation page

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4

Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

Relevant Agreements means

- (a) each Sale Contract (as such term is defined in the Facility Agreement),
- (b) each Development Document (as such term is defined in the Facility Agreement),
- (c) each Subordinated Loan Document (as such term is defined in the Facility Agreement),
- (d) each Hedge Agreement (as such term is defined in the Facility Agreement)
- (e) the RSA Geotechnics Letter of Reliance (as such term is defined in the Deed),
- (f) the Rolfe Judd Copyright Licence and (as such term is defined in the Deed),
- (g) each other agreement designated as a Relevant Agreement by the Security Trustee and the Borrower in writing

Relevant Policies means, in respect of a Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Secured Asset means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Security Trustee

Secured Obligations means all monies and liabilities on or after the date of the Deed due owing or incurred by the Obligors to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by Finance Party under any Finance Document

Secured Property means, at any time, the Property and all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed

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

Subsidiaries has the meaning given to it in the Facility Agreement

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 2 (Subsidiary Shares) of the Deed

Schedule 1 - Property

None at the date of this Deed