

MR04

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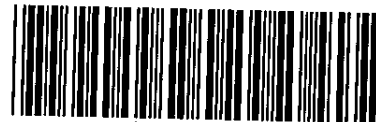
Statement of satisfaction in full or in part of
a charge

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.

SATURDAY



A15 03/02/2018 #283
COMPANIES HOUSE

1 Company details

Company number 0 7 2 0 9 7 1 0

Company name in full Mount Anvil New Holdings Limited (the "Chargor")

7
→ Filling 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 01 00 00 08 12 00 11 11

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 0 0 0 7

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 Fixed and Floating Security Document (the "Security
Document") dated 10 August 2011 between the
Chargor, Mount Anvil Group Limited and Hammer B.V.
(the "Security Agent", as security agent for the
benefit of the Finance Parties (which express
includes its successors and assigns)

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

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Please see attached continuation sheets

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 ①

- -

① Charge code
This is the unique reference code
allocated by the registrar.

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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Short particulars

1. FIXED CHARGES

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties)

1.1. Real Property: by way of first fixed equitable charge, all Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future

1.2. Other Assets: by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Investments, including the shares described in Schedule 2 (*Investments*) to the Security Document as set out in Note 2 below,
- (d) uncalled capital and goodwill,
- (e) Intellectual Property,
- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraph 1 1 (*Real Property*) above,
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,
- (i) rights under any agreement relating to the purchase of Real Property,
- (j) rights under any agreement for the sale of any Charged Asset, and

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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Short particulars

- (k) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other subparagraph of paragraph 1 (*Fixed Charges*) and the right to recover and receive all compensation which may be payable in respect of them

2. ASSIGNMENTS

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) all its present and future right, title and interest in and to

- (a) any claims, awards and judgment in favour of the Company, under or in connection with any Finance Documents, and
- (b) all Assigned Contracts, including the contracts described in Schedule 3 (Assigned Contracts) to the Security Document as set out in Note 2 below

3. FLOATING CHARGE

- 3.1. **Creation.** The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of *first floating charge*, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above)

Note (1): In this Form, except to the extent that the context requires otherwise

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

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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Short particulars

"Additional Developments" means the Peartree Development (as this term is defined in the Investment Memorandum dated May 2011 addressed to the Apollo European Real Estate Fund III) and such other developments as may be agreed from time to time between the Parties

"Agreement" means the mezzanine facility agreement dated 22 July 2010 between Mount Anvil Group Limited as borrower, Mount Anvil New Holdings Limited as guarantor, Hammer 6 V as lender and Hammer B V as security agent and as amended and restated on 10 August 2011

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Business Plan" means the business plan provided to the Lender pursuant to Clause 4.1 (*Initial conditions precedent*) of the Agreement (as such Business Plan is updated from time to time in accordance with the Agreement)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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"Finance Document" means

- (a) the Agreement,
- (b) Mount Anvil Group Limited's articles of association, as the same may be amended from time to time,
- (c) the side letter entered into between Cornelius Killian Hurley, Mount Anvil Group Limited, Mount Anvil New Holdings limited and Hammer B V in relation to certain matters affecting the Group,
- (d) the Security Document and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document,
- (e) the fixed charge document between Mount Anvil Group Limited and Hammer B V as security agent,
- (f) the shareholders' agreement entered into between Mount Anvil Group Limited and Hammer B V following the issue of shares in Mount Anvil New Holdings Limited pursuant to the Warrant Instrument,
- (g) the Warrant Instrument, and
- (h) any other document designated as such by the Lender and the Company

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Finance Party" means the Security Agent or the Lender

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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Short particulars

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insolvency Act" means the Insolvency Act 1986 (as amended or re-enacted)

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

"Intellectual Property" of the Company means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sublicences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from investments or such rights,

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

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Short particulars

In each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

any reference to a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"Group" means Mount Anvil Group Limited and its Subsidiaries for the time being

"New Development Company" means any company or entity which shall own or develop any development projects (including the Additional Developments) undertaken by the Group after the date of the Agreement in accordance with the Business Plan

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

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

any reference to the "Security Agent" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Subsidiary" means in relation to any company or corporation (a "holding company"), a company or corporation

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

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(c) which is a subsidiary of another Subsidiary of the holding company,

and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

"Warrant Instrument" means the warrant instrument dated 19 October 2010 entered into between Hammer B V as lender and Mount Anvil New Holdings Limited and as amended on 10 August 2011

Note (2).

The Investments specified in Schedule 2 (*Investments*) to the Security Document are as follows:

1. Mount Anvil New Holdings Limited - 100% of the issued share capital in each of the New Development Companies

The Assigned Contracts specified in Schedule 3 (*Assigned Contracts*) to the Security Document is as follows:

1. The asset management agreement entered into between Monmouth Asset Management Limited and Mount Anvil New Holdings Limited in relation to the Group
2. The inter-company loan agreement between Mount Anvil Group Limited and Mount Anvil New Holdings Limited on lending the monies advanced under the Agreement
3. The deed of novation between Mount Anvil Group Limited, Mount Anvil New Holdings Limited, Mount Anvil (Atlip Road) Limited and Zest Homes Limited novating the obligations of Mount Anvil Group Limited as guarantor of Mount Anvil (Atlip Road) Limited under a facility agreement dated 7 December 2009 to Mount Anvil New Holdings Limited

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

4. The wrong pockets deed between Mount Anvil Group Limited and Mount Anvil New Holdings Limited whereby the outstanding assets in Mount Anvil Group Limited will be transferred to Mount Anvil New Holdings Limited, outstanding liabilities in Mount Anvil Group Limited will be paid by Mount Anvil New Holdings Limited and Mount Anvil New Holdings Limited will indemnify Mount Anvil Group Limited against such liabilities

Note (3): The Security Document provides that

1. **Security.** The Company shall not create or permit to subsist any Security over any Charged Asset except for certain limited exceptions specified in Clause 17 4 (*Negative pledge*) of the Agreement
2. **Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clause 17 5 (*Disposals*) of the Agreement
3. **Conversion by Notice.** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)
 - 3.1. if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - 3.2. while an Enforcement Event is continuing
4. **Automatic Conversion.** If
 - 4.1. the Company takes any step to create any Security in breach of paragraph 1 (**Security**) of this Note (3) over any of the Charged Assets not subject to a fixed Charge, or

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>4.2. any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (3)</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> <p>"Enforcement Event" means</p> <p>(a) any event described in paragraph (a) of Clause 7.2 (Change of control) of the Agreement, or</p> <p>(b) an Event of Default (as defined in the Agreement)</p>	

MR04

Statement of satisfaction in full or in part of a charge

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

the Chargor

Please give the address of the person delivering this statement

Building name/number

140

Street

Aldersgate Street

Post town

London

County/Region

Postcode

E C 1 A 4 H Y

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

Person's interest in the charge

Chargor

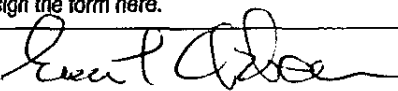
C3

Signature

Please sign the form here.

Signature

Signature

X  X
Director, for and on behalf of the Chargor

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 Aimee McArthur

Company name Dickson Minto W.S

Address 16 Charlotte Square

Edinburgh

Post town

County/Region

Postcode

E H 2 4 D F

Country

DX 199

Telephone +44 (0) 131 225 4455



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.



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