

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 mortgage or
charge against a company.
LL MR04.

FRIDAY



A12 *A8503THT*
17/05/2019 #339
COMPANIES HOUSE

on, please
at:
se.gov.uk

1 Company details

Company number 0 7 4 7 7 4 9 0
Company name in full GSM LONDON HOLDINGS LIMITED



Filing 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 0 7 4 7 7 4 9 0

A2 Charge number

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

Charge number* 1

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 Debenture dated 1 April 2011 and made between (1) Clipper Bidco
Limited, Clipper Holdco Limited and Greenwich School of
Management Limited (together the "Companies" and each a
"Company") and (2) LloydsTSB Bank plc as agent and trustee for
the Finance Parties (as such term is defined in the Credit
Agreement) (the "Security Agent")
(the "Debenture").

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>1. The Security Interest created under the Debenture.</p> <p>(a) is continuing security for the payment and discharge of the Secured Liabilities; and</p> <p>(b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Debenture on trust for the Finance Parties.</p> <p>2. Each Company charges, with full title guarantee, by way of first legal mortgage, all the property short particulars of which are set out in Schedule 2 (The Scheduled Property) (if any) of the Debenture, including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property, all of which are now or at anytime after the date of the Debenture become the property of the Company (the "Scheduled Property") and all Rights relating to the Scheduled Property.</p>	<p>Continuation page</p> <p>Please use a continuation page if you need to enter more details.</p>

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	<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> [][][][] - [][][][] - [][][][] </div> </div>	<p>① Charge code</p> <p>This is the unique reference code allocated by the registrar</p>

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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

GSM LONDON HOLDINGS LIMITED

Please give the address of the person delivering this statement

Building name/number

Gsm London Study Centre, 56

Street

Tabard Street

Post town

London

County/Region

Postcode

S E 1 4 L G

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



SBNAGRO

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 **Gregor Hunter**

Company name **CMS Cameron McKenna Nabarro**

Olswang LLP

Address **Cannon Place**

78 Cannon Street

Post town **London**

County/Region

Postcode **E C 4 N 6 A F**

Country **United Kingdom**

DX

Telephone **020 7367 3535**

**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

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>3. Each Company charges, with full title guarantee, by way of first fixed charge, all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of a Company, all proceeds of sale derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, and "Properties" shall be construed accordingly (the "Property") (except the Scheduled Property validly charged in clause 2 above) and all Rights relating to such Property.</p>	
	<p>4. Each Company assigns, with full title guarantee, by way of absolute legal assignment, each of the contracts specified in Schedule 4 (Specified Contracts) of the Debenture and any other contract designated as a "Specified Contract" in writing by the Security Agent and a Company (the "Specified Contracts") together with:</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale purchase or the operation of any Property;</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person, and</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), including, in each case, but without limitation, the right to demand and receive all money whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interest and benefits whatsoever accruing to or for its benefit arising from any of them.</p>	
	<p>5. Each Company charges, with full title guarantee, by way of first fixed charge</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company, and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets). (the Book Debts")</p>	

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	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>6. Intellectual Property</p> <p>(a) Each Company charges, with full title guarantee by way of first fixed charge, all the Intellectual Property now or in the future owned, possessed or controlled by that Company (whether alone or with others) anywhere in the world.</p> <p>(b) Each Company charges, with full title guarantee by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of that Company relating to the use or exploitation by or on behalf of that Company anywhere in the world of any Intellectual Property owned by others.</p> <p>(c) Each Company charges, with full title guarantee, by way of first fixed charge, all that Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.</p> <p>7. Each Company charges with full title guarantee, by way of first fixed charge, all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Company (the "Plant and Machinery").</p> <p>8. Shares, Securities and Derivative assets</p> <p>(a) Each Company charges, with full title guarantee, by way of first fixed charge, the shares listed in Schedule 3 (The Shares) to the Debenture (the "Shares").</p> <p>(b) Each Company charges, with full title guarantee, by way of first fixed charge, all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company including, without limitation, any of the same specified in Schedule 3 (The Shares) of the Debenture, together with all property and rights of the Company in respect of any account held by or for its as participant, or as beneficiary of a nominee of trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere (the "Securities").</p> <p>(c) Each Company charges, with full title guarantee, by way of fixed charge, all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued, or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described (the "Derivative Assets") of a capital nature.</p> <p>(d) Each Company charges, with full title guarantee, by way of first fixed charge, all Derivative Assets of an income nature.</p>	

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Short particulars

9. Each Company charges, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of that Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

10. Each Company charges, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Company.

11. Insurance

(a) Each Company charges, with full title guarantee, by way of first fixed charge, all present and future insurances in respect of any asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (Security) of the Debenture, or (with effect from the date of its creation) any security created pursuant to Clause 7 (Further Assurance) of the Debenture (the "Fixed Charge Assets") and the proceeds of such insurances.

(b) Each Company charges, with full title guarantee, by way of first fixed charge, all other present and future insurances and the proceeds of such insurances.

(c) Each Company charges, with full title guarantee, by way of first fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to that Company in respect of any Fixed Charge Asset.

12. Each Company charges, with full title guarantee, by way of absolute legal assignment, the benefit of the Hedging Agreements.

13. Accruals etc

(a) Each Company charges, with full title guarantee, by way of absolute legal assignment, all rights, money or property accruing or payable to that Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of clauses 2 to 12 above (inclusive) ("the Accruals").

(b) Each Company charges, with full title guarantee, by way of first fixed charge, that Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or

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	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>14. Floating Charge</p> <p>(a) Each Company charges, with full title guarantee, by way of first floating charge, all the undertaking and assets of that Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Company referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 2 to 13 above (inclusive) but excluding the Excluded Contract unless and until the Consent is obtained.</p> <p>(b) The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.</p> <p>15. The assignments set out in clauses 4, 12 and 13 above are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.</p> <p>16. To the extent that any part of the Assets constitute Financial Collateral (as defined in the Financial Collateral Regulations) and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to the Debenture, the Security Agent shall have the right, at any time after the Security Interests constituted by the Debenture become enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriate in accordance with this clause 16 shall be the price of those Assets at the time the right of appropriation is exercised as listed in any recognised market index, or determined by such other method as the Security Agent (acting reasonably) may select (including independent valuation). Each Company agrees that the purposes of Regulation 18 of the Financial Collateral Regulations. To the extent that the Assets constitute Financial Collateral, each Company agrees that such Assets shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations.</p>	