

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 for**
You cannot use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge. If you
do this, please

MONDAY



"L21RWOW"
LD2 04/02/2013 #41
COMPANIES HOUSE

1, please
at
gov.uk

1 Company details

Company number 00237511
Company name in full Arcadia Group Limited (the **Chargor**)

19 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 *

2 Creation of charge

Date charge created d1 d4 m1 m2 y2 y0 y0 y4
Description ① Debenture (the **Charge**)
Date of registration ② d2 d3 m1 m2 y2 y0 y0 y4

- 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 The Governor and Company of the Bank of Scotland
Address (the **Security Trustee**)
123 St Vincent Street, Glasgow
Postcode G2 5EH

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

Capitalised terms used in this Form MG02 bear the meanings set out in this Form MG02 (including the continuation pages).

Fixed and floating charges over the undertaking and all property and assets present and future including goodwill, book debts, uncalled capital, buildings, fixtures, fixed plant and machinery

(for full details see continuation pages)

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

6 Signature

Please sign the form here

Signature

Signature

X

A. C. Cold

X

This form must be signed by a person with an interest in the registration of the charge

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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 Luke MacLeod (0043726-0000010)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2553



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



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



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. FIXED SECURITY</p> <p>1.1 Fixed charges</p> <p>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 fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same,</p> <p>1 1 2 by way of first fixed charge.</p> <p>(a) all computers, vehicles, office equipment and other equipment, and</p> <p>(b) the benefit of all contracts, licences and warranties relating to the same,</p> <p>1.1.3 by way of</p> <p>(a) first fixed equitable charge all the Charged Securities</p> <p>(b) first fixed charge all other Charged Securities (not charged by clause 4 1 3(a) of the Charge),</p> <p>in each case, 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 system or any custodian in respect of any Charged Investments,</p> <p>1 1.4 by way of first fixed charge</p> <p>(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and</p> <p>(b) all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4 1.4(a),</p>	

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Short particulars	<p>in each case, together with all interest from time to time accrued or accruing on such monies or account and all rights to repayment of any of the foregoing;</p> <p>1 1 5 by way of first fixed charge all Intellectual Property:</p> <p>1 1 6 by way of first fixed charge those Assigned Assets not effectively charged by clause 4 2 of the Charge,</p> <p>1 1 7 by way of first fixed charge (to the extent not otherwise charged or assigned in the Charge)</p> <p>(a) 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>(b) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>1 1 8 by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>1.2 Security assignments</p> <p>The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to</p> <p>1 2 1 the Insurances, all claims under the Insurances and all proceeds of the Insurances provided that, prior to the occurrence of a Declared Default that is continuing, the Chargor may exercise its rights in respect of such Insurances and proceeds, and</p> <p>1 2 2 the Receivables provided that, prior to the occurrence of a Declared Default that is continuing, the Chargor may exercise its rights in respect of such Receivables and proceeds</p> <p>To the extent that any Assigned Asset described in clause 4 2 1 of the Charge is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of the Insurances</p>

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Short particulars	<p>1.3 Notice of assignment</p> <p>Following the occurrence of a Declared Default that is continuing, the Chargor shall in respect of each of the Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use all its reasonable endeavours to procure that each such person executes and delivers to the Security Trustee a letter of undertaking, in each case in the respective forms set out in schedule 4 of the Charge (or in such other form as the Security Trustee shall agree)</p> <p>1.4 Assigned Assets</p> <p>The Security Trustee shall not be obliged to take any steps necessary to preserve any of the Assigned Assets against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Charge.</p> <p>2. FLOATING CHARGE</p> <p>The Chargor charges and agrees to charge by way of first floating charge all of its present and future</p> <p>2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1, clause 4.2 or any other provision of the Charge, and</p> <p>2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

In this form MG02

Agent means The Governor and Company of the Bank of Scotland,

Assigned Assets means the Insurances and the Receivables;

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:

- (1) the securities specified in of schedule 2 of the Charge, and
- (11) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments " (as defined in part 2 of schedule 2 to the Financial Services and Markets Act 2000 in force at the date of this Deed) now or in future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time,

Charging Companies means the Chargor and its subsidiary companies listed in schedule 1 of the Charge;

Declared Default means an Event of Default that is continuing and in respect of which notice has been given by the Agent to the Chargor in accordance with the Facilities Agreement;

Event of Default means any event or circumstance specified as such in clause 24 of the Facilities Agreement,

Facilities Agreement means the facilities agreement dated 14 December 2004 and made between the Taveta Investments Limited (1), the Chargor (2), the Original Borrowers (3), the Original Guarantors (4), The Governor and Company of the Bank of Scotland as Arranger (5), the Banks and financial institutions listed in schedule 1 hereto (the original lenders) (6), the Agent (7) and the Security Trustee(8);

Insurances means all policies of insurance in which any Charging Chargor from time to time has an interest save for third party liability insurances;

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Short particulars	<p>Intellectual Property means any patents, trademarks, services marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow, and other intellectual property rights and interests, whether registered or unregistered and the benefit of all application and rights to use such assets of each member of the Group (as defined in the Facilities Agreement),</p> <p>Receivables 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 and receivable by, or due or owing to, any of the Charging Companies (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(1) 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</p> <p>(11) all proceeds of any of the foregoing,</p> <p>Related Rights means, in relation to any Charged Securities</p> <p>(i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (11) below;</p> <p>(11) 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, and</p> <p>Security Account has the meaning given to that term in clause 10 5.1(b) of the Charge.</p>	