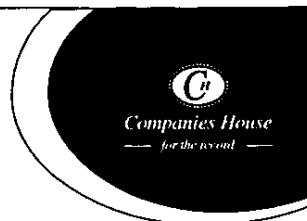


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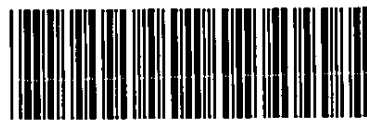
Statement of satisfaction in full or in part of mortgage or charge



☒ **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
a statement of satisfi
or in part of a fixed c
company registered
do this, please use fo

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COMPANIES HOUSE

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1 Company details		For official use
Company number	0 0 1 0 3 8 4 4	16 → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ASPREY HOLDINGS LIMITED	

2 Creation of charge		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
Date charge created	1 3 0 8 2 0 0 4	
Description ①	FIXED AND FLOATING SECURITY DOCUMENT	
Date of registration ②	2 6 0 8 2 0 0 4	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details.
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	HSBC BANK PLC	
Address	8 CANADA SQUARE	
	LONDON	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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Statement of satisfaction in full or in part of mortgage or charge

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 ATTACHED CONTINUATION SHEETS]

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



X

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

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Statement of satisfaction in full or in part of mortgage or 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 **MS JENNIFER HEATH**

Company name **ASPREY HOLDINGS LIMITED**

Address **167 NEW BOND STREET**

Post town

County/Region **LONDON**

Postcode **W 1 S 4 A Y**

Country **UK**

DX

Telephone **020 7493 6767**



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

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Short particulars of all the property mortgaged or charged</p> <p>1 Fixed Charge the Company with full title guarantee (subject, in respect of the Material Intellectual Property, to any Permitted Licences thereof) and as security for the payment of all Liabilities, (whether of itself or any other Chargor), charged in favour of the Lender:</p> <p>(a) Charged Property: by way of legal mortgage, the Charged Property, and,</p> <p>(b) Other Assets: by way of fixed charge, all its present and future</p> <p>(i) Book Debts,</p> <p>(ii) Bank Accounts,</p> <p>(iii) Investments,</p> <p>(iv) uncalled capital and goodwill,</p> <p>(v) Material Intellectual Property,</p> <p>(vi) plant and machinery (except that mortgaged or charged by the legal mortgage referred to in paragraph (a) (<i>Charged Property</i>) above), and</p> <p>(vii) Insurances</p> <p>The legal mortgage referred to in paragraph (a) (<i>Charged Property</i>) above, is subject to the Existing Security</p> <p>2 Floating Charge: The Company, with full title guarantee (subject to the Existing Security, and in respect of the Material Intellectual Property, to any Permitted Licences thereof) and as security for the payment of all Liabilities (whether of itself or any other Chargor), charged in favour of the Lender by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph (a) (<i>Charged Property</i>) and paragraph (b) (<i>Other Assets</i>) above)</p> <p>Note (1). The Fixed and Floating Security Document provides that</p> <p>1 Ranking The floating Charge created by the Company ranks:</p> <p>1.1 behind all the fixed Charges created by the Company, but</p> <p>1.2 in priority to any other Security over the Charged Assets of the Company except for Security ranking in priority in accordance with paragraph 4 (<i>Security and Disposals</i>) below and paragraph (f) of Schedule 2 (<i>Rights of Receivers</i>) to the Fixed and Floating Security Agreement,</p> <p>Paragraph (f) of Schedule 2 (<i>Rights of Receivers</i>) to the Fixed and Floating Security Agreement provides that a Receiver has the right to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise)</p> <p>2 Conversion by notice The Lender may convert the floating Charge over all or any of the Charged Assets into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets</p> <p>2.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets or the priority of those Charges or</p> <p>2.2 while an Enforcement Event is continuing</p> <p>3 Automatic Conversion If</p>

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Short particulars of all the property mortgaged or charged</p> <p>3 1 any Chargor takes any step to create any Security in breach of paragraph 4 (Security and Disposals) below over any of the Charged Assets not subject to a fixed Charge, or</p> <p>3 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>4 Security and Disposals</p> <p>Without the written consent of the Lender, the Company may not</p> <p>4 1 create or allow to exist any Security (other than the Existing Security) over any Charged Asset, or</p> <p>4 2 voluntarily enter into a single transaction, or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, sub-lease, license, sub-license, transfer or otherwise dispose of any Charged Asset,</p> <p>unless otherwise permitted by the Finance Documents</p> <p>Note (2): In this Form, except to the extent that the context requires otherwise</p> <p>"Accession Letter" means a document substantially in the form set out in Schedule 5 (<i>Form of Accession Letter</i>) of the Facility Agreement</p> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986</p> <p>"Amendment Agreement" means that amendment and restatement agreement dated on or about the date of the Fixed and Floating Security Document between A&G International Holdings Limited, the Company, the other Chargors and the Lender amending and restating the Original Facility Agreement</p> <p>"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts</p> <p>"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>"Business Plan" means the written business plan (including cashflow models, economic projections and assumptions) in relation to the Group prepared by A&G International Holdings Limited in form and substance acceptable to the Lender</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>"Charged Property" means the Real Property described in Schedule 3 (<i>Real Property</i>) of the Fixed and Floating Security Document (and set out in Note (6) of this form) and any other Real Property which may be agreed between the Lender and A&G International Holdings Limited as being Charged Property for the purposes of the Finance Documents</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Security Document</p>	

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="338 371 1023 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="352 439 1121 472">Short particulars of all the property mortgaged or charged</p> <p data-bbox="432 495 1445 555">the "Chargors" means the companies listed in Schedule 1 of the Fixed and Floating Security Document as the chargors (and set out in Note (3) of this form)</p> <p data-bbox="432 573 1445 633">"Debenture" means any debenture stock, loan stock, bonds, notes, certificates of deposit, depositary receipts and commercial paper</p> <p data-bbox="432 651 938 678">"Enforcement Event" means an Event of Default</p> <p data-bbox="432 696 1445 757">"Event of Default" means any event or circumstances specified as such in Clause 24 (<i>Events of Default</i>) of the Facility Agreement</p> <p data-bbox="432 775 1445 835">"Existing Security" means the security set out in Schedule 6 (<i>Existing Security</i>) of the Facility Agreement (and set out in Note 4 of this form)</p> <p data-bbox="432 853 1445 913">"Facility Agreement" means the Original Facility Agreement, as amended by the Amendment Agreement, as amended from time to time</p> <p data-bbox="432 931 1445 992">"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p data-bbox="432 1010 1445 1099">"Finance Document" means any Accession Letter, the Facility Agreement, the Hedging Letter, the Standard Form Overdraft Facility, any Hedging Documents, any Security Document and any other document designated as such by the Lender and A&G International Holdings Limited</p> <p data-bbox="432 1117 1353 1144">"Group" means A&G International Holdings Limited and its Subsidiaries for the time being</p> <p data-bbox="432 1162 1445 1256">"Hedging Documents" means the documents to be entered into by A&G International Holdings Limited and/or any relevant Borrower (as defined in the Facility Agreement), for the purpose of implementing the hedging strategy required by the Hedging Letter or the New Hedging Letter</p> <p data-bbox="432 1274 1445 1364">"Hedging Letter" means a letter dated on or about the date of the Facility Agreement between A&G International Holdings Limited and the Lender setting out the hedging strategy agreed between them in relation to the Group's funding requirements</p> <p data-bbox="432 1382 938 1408">"Insolvency Act" means the Insolvency Act 1986</p> <p data-bbox="432 1426 1445 1547">"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest other than those contracts and policies of insurance that the parties have agreed in writing will not constitute Insurances as defined herein.</p> <p data-bbox="432 1565 1445 1718">"Intellectual Property" of a Chargor means all patents, rights in designs, copyrights, rights in trade marks, service marks and trading names and any rights of similar or equivalent effect to any of the foregoing and any interest in any of the foregoing which may subsist anywhere in the world (in each case whether registered or unregistered and including any related licences and sub-licences of the same, applications and rights to apply for the same)</p> <p data-bbox="432 1736 791 1762">"Investments" of a Chargor means</p> <ol data-bbox="432 1780 1445 1962" style="list-style-type: none"> shares, stock, Debentures, units in a Unit Trust Scheme, and warrants, options or other rights to subscribe for, purchase or otherwise acquire those securities and investments described in sub-paragraph (a) above, and 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, 	

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Short particulars of all the property mortgaged or charged	
	<p>in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"Material Intellectual Property" means the Intellectual Property listed in Schedule 4 (<i>Intellectual Property</i>) to the Fixed and Floating Security Document (and set out in Note (5) of this form) and any other Intellectual Property which may be agreed between the Lender and A&G International Holdings Limited as being Material Intellectual Property for the purposes of the Finance Documents</p> <p>"New Hedging Letter" means a letter dated on or about the date of the Amendment Agreement between A&G International Holdings Limited and the Lender setting out the hedging strategy agreed between them in relation to the Group's funding requirements</p> <p>"Original Facility Agreement" means the facility agreement dated 12 September 2002 between A&G International Holdings Limited, the Company, the other Chargors and the Lender as amended by an amendment and restatement agreement dated 13 February 2003, as further amended by an amendment agreement dated 2 July 2003 and as further amended by an amendment agreement dated 21 January 2004</p> <p>"Permitted Licence" means licenses or sub-licenses granted by A&G International Holdings Limited or any of its Subsidiaries to</p> <ul style="list-style-type: none"> (i) any member of the Group, or (ii) any toll-manufacturers, distributors, agents, suppliers or other contractors of A&G International Holdings Limited (or any of its Subsidiaries) pursuant to the operation of A&G International Holdings Limited's (or any of its Subsidiaries') business (including, without limitation, related advertising and promotional activities), or (iii) any third party as contemplated by the Business Plan, or other third parties in relation to products that are customarily licenced by similar luxury goods companies <p>"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)</p> <p>"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p> <p>"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</p> <p>"Security Document" means the Fixed and Floating Security Document, the Security (as listed in Schedule 6 of the Facility Agreement (<i>Existing Security</i>) and set out in Note (4) of this form) and any other document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document</p> <p>"Standard Form Overdraft Facility" means the HSBC standard form overdraft facility (as amended for the purposes of the Facility Agreement)</p> <p>"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of Clause 22 (<i>Financial covenants</i>) of the Facility Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985</p>	

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Short particulars of all the property mortgaged or charged

"Unit Trust Scheme" has the meaning given in Section 237(1) of the Financial Services and Markets Act 2000

Note (3) The Chargors specified in Schedule 1 (*The Chargors*) to the Fixed and Floating Security Document as are follows

Name of Chargor	Registration number (or equivalent, if any)
A&G UK Limited	04144024
Asprey Holdings Limited	103844
Garrard Holdings Limited	4144080
Asprey London Limited	1004355
Asprey Polo Limited	1601691
Garrard & Co Limited	57545
Garrard (UK) Group Limited	5022969
A & G International Holdings Limited	498824
Asprey Worldwide Holdings Limited	446820
A & G Services Limited	498819
Garrard Worldwide Holdings Limited	446821
A & G Services USA Ltd	725 Fifth Avenue New York, 10022 USA
Asprey Ltd	725 Fifth Avenue New York, 10022 USA
Garrard USA Ltd	725 Fifth Avenue New York 10022 USA

Note (4) The security set out in Schedule 6 (*Existing Security*) of the Facility Agreement in respect of the Company is as follows

Property	Title Number	Registered Proprietor	Type of Title in Asprey's Interest	Charge in Favour of
165 New Bond Street	260753	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc
166 New Bond Street	260753	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Short particulars of all the property mortgaged or charged

		Garrard Limited)		
166 New Bond Street	NGL523847	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc
167 New Bond Street	260753	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc
Part of 22 Albermarle Street	260753	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc
22 Albermarle Street	NGL827040	Asprey Holdings Limited (formerly Asprey & Garrard Limited)	Registered with Good Leasehold Title	Midland Bank plc

Note (5). The Intellectual Property specified in Schedule 4 (*Intellectual Property*) to the Fixed and Floating Security Document in respect of the Company is as follows

Registrations

Proprietor	Trade Mark	Designated Country	Filing Date	Registration No.	Classes	Renewal Date
Asprey Holdings Limited	ASPREY	UK	8 March 1971	972001	14	8 March 2006
Asprey Holdings Limited	ASPREY	US	27 September 1982	1378032	14 18 21	14 January 2006
Asprey Holdings Limited	GARRARD	US	16 September 2003	2831186 (Application No 751237679)	8, 14 16 18, 21	16 September 2013

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Short particulars of all the property mortgaged or charged

Note (6) The Real Property specified in Schedule 3 (*Real Property*) to the Fixed and Floating Security Document in respect of the Company is as follows

Property	Title Number	Registered Proprietor	Type of Title in Asprey's Interest
165 New Bond Street	260753	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
166 New Bond Street	260753	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
166 New Bond Street	NGL523847	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
167 New Bond Street	260753	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
Part of 22 Albemarle Street	260753	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
22 Albemarle Street	NGL827040	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title
23/24 Albemarle Street and 16a-c Grafton Street	259990	Asprey Holdings Limited (formerly known as Asprey & Garrard Limited)	Registered with Good Leasehold Title