

# 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 NOT for**  
You cannot use this form to r  
a statement of satisfaction in  
or in part of a fixed charge to  
company registered in Scotla  
do this, please use form MG1

TUESDAY



\*A10PWK95\*

A06

17/01/2012

#354

COMPANIES HOUSE

### 1 Company details

Company number 0 0 5 0 9 1 3 3

Company name in full AGCO Limited

1 2 . 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 d2 d9 m0 m6 y1 y9 y9 y4

Description ① Fixed and Floating Charge

Date of registration ② d1 d9 m0 m7 y1 y9 y9 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 ITT Commercial Finance (as Security Trustee)

Address 8251 Maryland Avenue, Clayton

Postcode M O 6 3 1 9 5

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

See Continuation Sheet

### 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 *Herbert Smith LLP* X

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

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4	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>If the Security Trustee on substantially similar terms to the terms of the Charge (and in the case of real property where any other necessary consents have been obtained) to use or share any of the Company's property or assets which are subject to the terms of the Charge,</p> <p>(3) Save as permitted in (2) above, except with the prior written consent of the Security Trustee</p> <ul style="list-style-type: none"> <li>(i) not to exercise or agree to exercise the statutory or other powers of making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company,</li> <li>(ii) not to cancel, surrenders, assign or permit to be forfeit any lease or any part of any lease or agree to do so whether such lease is held by the Company or is superior thereto or is derived out of the Company's interest therein or to sub let or permit to be cancelled, surrendered, assigned, sub let or charged the whole or any part of the property comprised in such a lease or agree to do so and if any of the freehold or leasehold property for the time being owned by the Company is tenanted operate all rent reviews (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner and not to agree the amount of any reviewed rent or grant any licence in respect of such property and not to vary or release any covenant contained in any lease or licence affecting such property without the prior written consent of the Security Trustee,</li> <li>(iii) not to waive or vary nor permit to be waived or varied the terms of any of the documents relating to or affecting its freehold or leasehold property mentioned or referred to in paragraph (c) above, and not in any manner or by any means to lessen the value of the Company's interest in any of the freehold or leasehold property for the time being owned by the Company and not to part with possession (otherwise than on determination of any tenancy or licence) of any of its freehold or leasehold property or to share occupation thereof with any other person,</li> <li>(iv) not to breach the Town &amp; Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alternation or change of use of land or buildings or to breach the Environmental Approvals or Environmental Laws (as such terms are defined below) and not to use the Charged Property or to conduct business at or on the Charged Property save in accordance with Environmental Approval and Environmental Laws and not to carry out any other development of any of the freehold or leasehold property for the time being owned by the Company and not to do or permit to be done on any such property anything which will or might give rise to any charge to tax arising from ownership or occupation of any freeholder or leasehold property on the part of the Security Trustee or any Receiver,</li> <li>(v) not, without the prior written consent of the Security Trustee, to make any application under the Towner &amp; Country Planning legislation or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings,</li> <li>(vi) not to enter into an agreement with a local authority, local planning authority or</li> </ul>

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Short particulars

other statutory authority containing any obligation or provision which is or may become enforceable against the Security Trustee or any person deriving title under or through the Company or otherwise,

(vii) not to make or permit to be made any material alterations or additions to the freehold or leasehold property of the Company

(4) Except with the prior written consent of the Security Trustee not to transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any book or other debts or moneys for the time being due, owing or payable to the Company, nor otherwise to deal with the same except by getting in the same in the usual course of business

#### Definitions

Environmental Approvals means and includes the permits, consents, licenses and other authorisations and approvals required under the Environmental Laws to be obtained in connection with the use of the Charged Property or the conduct of the Company's business at the Charged Property

Environmental Laws means and includes the following

(a) all European Community, national or local statutes, codes or other laws or legislation concerning health, safety or Environmental Matters which are applicable to the business or to the Charged Property and which are legally binding on the Company and all rules, regulations, ordinances, orders, notices and directives made thereunder and which are legally binding on the Company,

(b) judicial and administrative interpretation of each of the foregoing,

Investments meaning shares, stocks, options, debentures, bonds, warrants, certificates, and other securities, other than the Excluding Shares (being 25,000 "A" ordinary shares in Massey Ferguson Leasing Limited, 75,000 shares in Massey Ferguson Leasing Limited, 600,000 "A" ordinary shares in Massey Ferguson Implements (UK) Limited and 400,000 "B" ordinary shares in Massey Ferguson Implements (UK) Limited),

Secured Amounts means the moneys and liabilities which the Company covenants to pay or discharge and all claims, demand and damages for breach of any such covenant

Security Interest means any mortgage, charge, pledge, lien, assignment by way of security, encumbrance, title transfer or retention arrangement or agreement, or any security interest whatsoever, howsoever created or arising but excluding any Permitted Security Interest meaning the equitable charge dated 9 January 1990 and made between *Massey Ferguson Manufacturing Limited* and *Messrs J B Farnworth* and E J P Elliott and any Permitted Lien as defined in the Credit Agreement dated 29<sup>th</sup> June 1994 as meaning such of the following as to which no enforcement, collection, leasing or foreclosure proceeding shall have been commenced

(a) Liens for taxes, assessments and governmental charges or levies imposed upon the Company or upon its property,

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- (b) Liens imposed by law, such as landlords', materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens arising in the ordinary course of business securing obligations that are not overdue for a period of more than 30 days,
- (c) pledges or deposits to secure non-delinquent obligations under worker's compensation, unemployment insurance and other social security legislation,
- (d) Liens arising in the ordinary course of business that do not secure the repayment of Debt (as defined in the Credit Agreement) in respect of borrowed money
  - (i) to secure the performance of bids, trade contract, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature,
  - (ii) in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods,
  - (iii) consisting of restrictions (other than pledges or other security interests) on the transferability of Investments (as defined in the Credit Agreement) in favour of co-investors or the issuers of such Investments or imposed by law, and
  - (iv) on trademarks, patents, copyrights and other intellectual property (whether individually or as part of a group) consisting of the license or similar disposition of such property made in the ordinary course of business,
- (e) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business and encumbrances consisting of zoning restrictions, easements, licenses, sublicenses, restrictions on the use of property or minor imperfections in title thereto which, in the aggregate, are not material in amount, and which do not in any case materially detract from a value of the property subject thereto or interfere with the ordinary conduct of the business of AGCO Corp, a Delaware Corporation of 4830 River Green Parkway, Duluth, Georgia 30136 USA or any of its Restricted Subsidiaries (as defined in the Credit Agreement),
- (f) Liens resulting from progress payments or partial payments under United States government contracts or subcontracts,
- (g) Liens arising from legal proceedings, so long as such proceedings are being contested in good faith by appropriate proceedings diligently conducted and so long as execution is stayed on all judgements resulting from any such proceedings,
- (h) Liens imposed by or pursuant to ERISA (the United States Employment Income Security Act of 1974 as amended, supplemental or otherwise modified from time to time, and the regulations promulgated and rulings issued thereunder),
- (i) rights with respect to property reserved or vested in governmental authorities that do not render title to the property encumbered thereby unmarketable or materially adversely affect the use of such property for its present purposes, and
- (j) Liens granted pursuant to the Collateral Documents (meaning the mortgages and the

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Security Agreements as each of those is defined in the Credit Agreement)),  
or Lien otherwise excluded from the operation of the Credit Agreement, dated 29 June 1994 to the  
extent that in the absence of such permission or exclusion, such security interest would fall within  
the definition of Security Interest in 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 Nicholas Rutter

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)