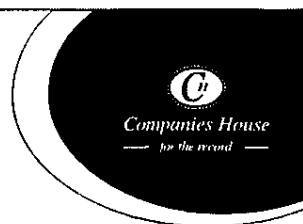


# MG02

## 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 register  
a statement of satisfaction in full or  
in part of a fixed charge for a  
company registered in Scotland.  
If you do this, please use form MG02.

FRIDAY



\*AQQMNM3\*

A13

26/03/2010

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COMPANIES HOUSE

### 1 Company details

Company number **3 7 9 4 3 3 2**

Company name in full **PRO-SCAPE LIMITED**

①

#### Filing 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 <sup>d</sup> **0 3** <sup>m</sup> **0 8** <sup>y</sup> **2 0 0 4**

Description ① **DEBENTURE**

Date of registration ② <sup>d</sup> **1 7** <sup>m</sup> **0 8** <sup>y</sup> **2 0 0 4**

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 **BARCLAYS BANK PLC**

Address **54 LOMBARD STREET**

**LONDON**

Postcode **E C 3 P 3 A H**

Name

Address

Postcode

Name

Address

Postcode

#### Continuation page

Please use a continuation page if  
you need to enter more details

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

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**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

**Particulars of Property Mortgaged or Charged**

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Secured Sums

- 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry,
- 2 by way of fixed charge:
  - (a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,
  - (b) all other Land which is now, or in the future becomes, the Chargor's property,
  - (c) all plant and machinery now or in the future attached to any Land;
  - (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
  - (e) all the Chargor's Securities;

CONTINUED

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

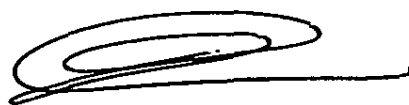
**Signature**

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

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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

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D**

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor

- which relate to Assets themselves subject to a fixed charge in favour of the Bank, or
- which are now or in the future deposited by the Chargor with the Bank,

together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Chargor's goodwill and uncalled share capital for the time being;

(h)

- all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;

(i) all trade debts now or in the future owing to the Chargor,  
all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

3 by way of floating charge

- (a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and

CONTINUED

# MG02 - continuation page

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

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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

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D**

(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,

but in each case so that the Chargor shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge),
- take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

#### **Part III Covenants and Restrictions**

1. Under clause 3 2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3 1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice

2 Under clause 3 3 of the Debenture, subject to the rights of any prior mortgagee, the Chargor must:

1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,

2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.

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## MG02 - continuation page

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

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><b><u>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED - CONT'D</u></b></p> <p>3 Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture</p> <p>4. Under clause 4.1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so</p> <p>5. Under clause 4.2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilize or withdraw that credit balance and the bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Bank's own name</p> <p>6 Under clause 4.3 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3.1.2 of the Debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor.</p> <p>7. Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent</p> <p>1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets,</p> <p>2 sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p>

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

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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

#### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

8 Under clause 10 of the Debenture:

1 the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet,

2 the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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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	MICHAEL MILLER
Company name	JE MILLER ACCOUNTANCY & TAXATION SERVICES LTD
Address	THE EASEHOUSE 33 ST ANDREW STREET SOUTH
Post town	BURY ST EDMUND
County/Region	SUFFOLK
Postcode	IP3 3PH
Country	UNITED KINGDOM
DX	
Telephone	01284 829900



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)