

MG02

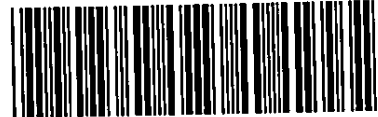
Statement of satisfaction in full or in part of mortgage or charge



☒ **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 fixed charge or a
company registered in the
do this, please use form

WEDNESDAY



LD2 05/05/2010 250
COMPANIES HOUSE

ase
uk

1 Company details

Company number 6 2 5 0 9 9 8

Company name in full BCA Propholdco 5 Limited (the "Chargor")

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 d0 d4 m0 m4 y2 y0 y0 y8

Description ① Debenture

Date of registration ② d1 d9 m0 m4 y2 y0 y0 y8

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 Royal Bank of Scotland plc (the "Security Agent")

Address 135, Bishopsgate, London

Postcode E C 2 M 3 U R

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

1 By way of first legal mortgage

- (i) all present and future freehold and leasehold property together with all buildings and fixtures (including trade fixtures) on that property, and
(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

2 By way of first fixed charge

- (i) all other interests in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
(v) all monies standing to the credit of its accounts with any bank, financial institution or other person and all rights related to those accounts,
(vi) all its Intellectual Property and Intellectual Property Rights,
(vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
(viii) its goodwill and uncalled capital, and
(ix) all its rights and Interests in (and claims under) the Assigned Agreements

3 By way of first floating charge all its present and future assets**4 By way of security all its rights, title and interest in the Assigned Agreements****Note: Please see MG02 continuation page for Definitions.****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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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 Alexandra Nelte

Company name Linklaters LLP

Address One, Silk Street

London

Post town

County/Region

Postcode EC2Y 8HQ

Country United Kingdom

DX

Telephone 0207 456 2000



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



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

MG02 - continuation page

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>Definitions</p> <p>"Assigned Agreements" means the Hedging Agreements, the Insurances and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means the Intellectual Property Rights owned or used by the Chargor throughout the world or the interests of the Chargor in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Chargor relating to the use or exploitation of any of those Intellectual Property Rights,</p> <p>"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"Senior Facilities Agreement" means the £379,500,000 facilities agreement dated 18 September 2006, as amended and restated from time to time, between, amongst others, the Chargor and the Security Agent,</p> <p>"Subsidiary Shares" means all shares owned by the Chargor in its subsidiaries,</p>