

# 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  
a statement of satisfaction in  
or in part of a fixed charge for  
company registered in Scotland  
do this, please use form MG01

WEDNESDAY



\*SQZICY4D\*

SCT

05/10/2011

733

COMPANIES HOUSE

### 1 Company details

Company number 0 6 3 5 9 7 2 6

Company name in full JYGS AW BRANDS LIMITED (the "Company")

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 0 1 0 1 2 0 0 7

Description ① Debenture

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 of registration ② 1 9 0 1 2 0 0 7

### 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 "Bank")

Address 36 St Andrews Square

Edinburgh

Postcode E H 2 2 A D

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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

The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture as follows per continuation sheet 1

Definitions as per continuation sheet 2

5

**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has  
been paid or satisfied ☒

☒ In full

☐ In part

☒ 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

MG02

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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 Alan Diamond - JY0010 000020

Company name MCGRIGORS LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



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

## 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

1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank -

1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company

1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1

1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company

1.4 By way of fixed charge all plant and machinery of the Company present and future and all associated warranties and maintenance contracts

1.5 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company

1.6 By way of fixed charge all the goodwill of the Company present and future

1.7 By way of fixed charge all the uncalled capital of the Company present and future

1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

1.9 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names

1.10 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party.

1.11 By way of a fixed charge all present and future bank accounts (including the Accounts), cash at Bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them.

1.12 By way of fixed charge the benefit of the Transaction Documents

1.13 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Deed or any other security present or future held by the Bank (or in the case of property assets and rights either situated in Scotland or governed by Scots law all such property assets and rights)

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## 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>"Accounts" means the account of the Company with the Bank (Account Number 22578025, Sort Code 151000) or any such other account as the Company and the Bank may specify from time to time</p> <p>"Bank" means The Royal Bank of Scotland plc</p> <p>"Company" means Jygsaw Brands Limited, Company No. 06359726</p> <p>"Company's Obligations" means all the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses</p> <p>"Debenture" is the debenture between the Bank and the Company dated 1 November 2007 and registered at Companies House on 19 November 2007</p> <p>"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Deed or preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred</p> <p>"Facility Agreement" means the facility agreement between, <i>inter alia</i>, the Company and the Bank dated on or about the date of the Deed</p> <p>"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time</p> <p>"Property" means the whole and any part of the undertaking property and assets of the Company charged in the Debenture</p>	