

MR04

Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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
against a company.

What this form is for
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an individual.
LL MR04.

SATURDAY



A09 30/09/2017 #314
COMPANIES HOUSE

lease
ov.uk

1 Company details

Company number 0 4 2 9 8 2 0 9

Company name in full Parabola Land Limited (the "Chargor")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete Part A and Part C

→ On or after 06/04/2013. Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d 2 5 m 0 7 y 2 0 y 1 2

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 0 0 1 2

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Debenture

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Please see continuation sheet.

Continuation page

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



Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ❶

				-															
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

❶ Charge code

This is the unique reference code allocated by the registrar.

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Part C To be completed for all charges

C1	Satisfaction	
	I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box. <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	✓
C2	Details of the person delivering this statement and their interest in the charge	
Name	Please give the name of the person delivering this statement Dickson Minto W.S.	✓
Building name/number	Please give the address of the person delivering this statement 16	
Street	Charlotte Square	✓
Post town	Edinburgh	
County/Region	Midlothian	
Postcode	E H 2 4 D F	
Person's interest in the charge	Please give the person's interest in the charge (e.g. chargor/chargee etc). Solicitors for the Chargor	✓
C3	Signature	
Signature	Please sign the form here. Signature X <u>Dickson Minto W.S.</u> X Dickson Minto W.S., for and on behalf of the Chargor	✓

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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	Marliese Perks
Company name	Dickson Minto W.S
Address	16 Charlotte Square
Edinburgh	
Post town	
County/Region	Midlothian
Postcode	E H 2 4 D F
Country	United Kingdom
DX	199
Telephone	+44 (0) 131 225 4455

 Checklist
We may return forms completed incorrectly or with information missing.
Please make sure you have remembered the following:
<input type="checkbox"/> The company name and number match the information held on the public Register.
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date.
<input type="checkbox"/> You have given the charge number (if appropriate)
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4.
Part B Charges created on or after 06/04/2013
<input type="checkbox"/> You have given the charge code.
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate box in Section C1.
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C2.
<input type="checkbox"/> 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

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

1. By way of legal mortgage any freehold or leasehold property now vested in the Chargor;

2. By way of fixed charge each of the following including all rights of enforcement of the same:

(a) the Chargor's interest in any freehold or leasehold property acquired after the date of the deed;

(b) the Chargor's interest in the Relevant Contracts;

(c) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them;

(d) all easements, licences and other rights present or future relating to any Charged Property in which the Chargor has an interest;

(e) any accounts of the Chargor present and future maintained with the Lender and the debts represented by them;

(f) the Investments;

(g) if applicable the Chargor's uncalled capital;

(h) the Chargor's goodwill; and

(i) all Related Rights in respect of the above.

3. By way of security assignment each of the following including all rights of enforcement of the same.

(a) all Rent present and future;

(b) the proceeds from the disposal of any Charged Asset;

(c) all book debts and other debts present and future payable to the Chargor;

(d) any accounts of the Chargor present and future not charged under paragraph 2 above and the debts represented by them;

(e) all monies payable to the Chargor under any Insurance Policies;

(f) the benefit of the copyright and similar rights vested in the Chargor present and future in connection with the Charged Property;

(g) all causes of action and other rights and remedies in which the Chargor has an interest at any time;

(h) the Chargor's rights, interest and all monies payable to it under any hedging arrangement present and future;

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Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged.

(i) the benefit of any monies paid or payable to the Chargor from time to time by way of compensation, endowment, gift, grant or otherwise;

(j) the Chargor's interest from time to time in any VAT recoveries; and

(k) all Related Rights in respect of the above

4. By way of floating charge all the Chargor's assets, property and undertaking both present and future. ✓

NOTES

1. The Deed contains a provision that the charges created under the Deed expressed to be:

(a) fixed charges, shall only apply to the extent that they create fixed security; and

(b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed

2 The Deed contains a provision that the Lender may at any time by notice in writing to the Chargor convert the floating charge referred to in paragraph 4 above with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if

(a) an Event of Default (as defined in the Facility Agreements) is continuing; or

(b) the Lender considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process

3 The Deed provides that notwithstanding Note 2 above and without prejudice to any law which may have a similar effect, the floating charge referred to in paragraph 4 above will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if

(a) the Chargor creates or attempts to create any Security Interest (other than Permitted Security (as defined in the Deed)) over any Charged Assets;

(b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;

(c) any other floating charge over any of the Charged Assets crystallises, or;

(d) in any other circumstances prescribed by law

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Short particulars

4. The Deed contains a provision that the Chargor shall execute and do at its own cost and in such form as is reasonably required by the lender:

(a) such further additional mortgages, charges, assignments, transfers and conveyances, and;

(b) such assurances, deeds, documents, acts and things as the Lender may reasonably require to perfect or protect the security created by the Deed and/or facilitate or effect any dealing with the Charged Assets in connection with the Deed;

5. The Deed contains a provision that if the Lender so requests, the Chargor shall

(a) serve a notice in respect of any Charged Asset; and

(b) affix or indorse (as appropriate) a notice of the security intended by the Deed on any Charged Asset

in both cases in the form set out in Schedule 2, Part 1 (Notice of assignment or charge of contract) in respect of contracts and Schedule 2, Part 2 (Notice of account assignment) in respect of accounts assigned pursuant to Clause 3 4 (e)

6. The Deed provides that the Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against dispositions of the relevant registered estate

7. The deed contains the following definitions

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them

"Charged Property" means any freehold or leasehold property from time to time charged pursuant to this Deed

"Facility Agreements" means each and all of

(a) a facility agreement dated 31st March 2010 as amended on 15th August 2011 and made between Lender (1) and the Chargor (2) and any agreement entered into under or supplemental to it or amending, restating or novating it; and

(a) a facility agreement dated 24th May 2010 made between the Lender (1) and the Chargor (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"Finance Document" means each and all of the Facility Agreements, the Security Documents and all other documents or instruments granted or created in favour or for the benefit of the Lender under each Facility Agreement and any other document so designated by the parties now or in the future

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"Insurance Policy" means any policy of insurance in which the
Chargor may at any time have an interest.

"Investments" means the existing or future interest of the
relevant person in:

(a) any stocks, shares, bonds, units or any form of loan
or other capital of or in any legal entity, and

(b) any warrant or other right to acquire any such
investment,

in each case, including any income, offer, right or
benefit in respect of any such investment.

"Lender" means Peter John Millican of the Old Vicarage, Matfen,
Stamfordham, Newcastle upon Tyne and Peter Godfrey Clark of
Great North House, Sandyford Road, Newcastle upon Tyne NE1 8ND
in their capacity as trustees of a settlement made on 2 March
1990 between Peter John Millican (as settlor) (1) and Peter
John Millican and Douglas Keith Bullock (as original trustees)
(2) known as the Dorian Development Trust.

"Related Rights" means, in relation to any asset:

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence agreement for sale or
agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts,
warranties, remedies, security, guarantees, indemnities or
covenants for title in respect of that asset; and

(d) all monies and proceeds paid or payable in respect of that
asset,

both present and future (including all rights against any
trustee nominee, fiduciary or clearing system)

"Relevant Contracts" means each and all of the following both
present and future

(a) each contract in respect of any disposal of any Charged
Asset;

(b) each occupational lease;

(c) any managing agent's agreement; and

(d) all other agreements, in which the Chargor has an interest,

in each case including any guarantees or sureties entered into
in respect of them

"Rent" means all rents and other sums payable under any
occupational leases including all insurance rent, service
charges and VAT (if any) payable on or in respect of them.

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"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

"Security Documents" means each and all of the Deed, and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender and any other document so designated by the parties now or in the future.