

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.

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SATURDAY



A09 *A6G37NJS* #456
30/09/2017
COMPANIES HOUSE

For more information, please
contact us at:
www.companieshouse.gov.uk

1 Company details

Company number

Company name in full

→ **Filling 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

A2 Charge number

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

Charge number*

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

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

Short particulars	Please give the short particulars of the property or undertaking charged.	Continuation page Please use a continuation page if you need to enter more details.
	Please see continuation sheet.	

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.	1 Charge code This is the unique reference code allocated by the registrar.
Charge code 1	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	

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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	
	Please give the name of the person delivering this statement	✓
Name	Dickson Minto W.S.	
	Please give the address of the person delivering this statement	
Building name/number	16	
Street	Charlotte Square	✓
Post town	Edinburgh	
County/Region	Midlothian	
Postcode	E H 2 4 D F	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Solicitors for the Borrower	✓

C3	Signature	
	Please sign the form here.	
Signature	Signature X <u>Dickson Minto W.S.</u> X Dickson Minto W.S., for and on behalf of the Borrower	✓

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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 Edinburgh

County/Region Midlothian

Postcode

E	H	2	4	D	F
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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:

- The company name and number match the information held on the public Register.
- Part A Charges created before 06/04/2013**
 - You have given the charge date.
 - You have given the charge number (if appropriate)
 - 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**
 - You have given the charge code.
- Part C To be completed for all charges**
 - You have ticked the appropriate box in Section C1.
 - You have given the details of the person delivering this statement in Section C2.
 - 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

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

Short particulars

1. By way of legal mortgage all of the Borrower's rights to and title and interest from time to time in the Additional Property; and

2. By way of security assignment all of the Borrower's rights to and title and interest from time to time in:

(A) the Insurances; and

(B) all Rents

in each case relating to the Additional Property.

Notes:

1. The Supplemental Debenture incorporates a provision from the Original Debenture that the Borrower shall execute and do at its own cost and in such form as reasonably required by the lender such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Lender may reasonably require to perfect or protect the security created by the Supplemental Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Supplemental Debenture including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Deed on any Charged Asset.

2. The Supplemental Debenture incorporates a provision from the Original Debenture that the Borrower may not and covenants that it shall not without the prior written consent of the Lender create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets save for the Permitted Security Interest (as defined in the Facility Agreement) and to ensure that the Charged Assets remain subject to the security created by the Finance Documents.

3. The Supplemental Debenture contains or incorporates the following definitions:

"Additional Property" means (A) all of the freehold and/or leasehold property of the Borrower specified in Schedule 1 below (*Additional Property*) and (B) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery and other structures now or in future on it and all easements and rights attaching to it and in each case each and every part of it.

"Borrower" means Parabola Land Limited including its successors in title and assigns.

"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 the Supplemental Debenture and the subject matter of each of them.

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Short particulars

"Facility Agreement" means the facility agreement made between the Lender (1) and the Borrower (2) dated 2 November 2001 and any agreement entered into by the Borrower from time to time identifying the respective amounts and/or respective terms of any sum or other liability forming part of the Liabilities, whether dated before or after the date of the Original Debenture and any letter, charge, guarantee, indemnity or other instrument issued or entered into pursuant or supplemental to it.

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

"Insurances" means all insurances from time to time taken out in respect of the Charged ASsets and all buildings, structures, plant, machinery and equipment included in or on the Additional Property and the Borrower's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them.

"Original Debenture" means the Debenture dated 7 November 2001 between (1) the Borrower and (2) the Lender.

"Lender" means Peter John Millican.

"Occupational Lease" means each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Borrower's interest in the Additional Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

"Rents" means all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable in respect of them.

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

"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.

"VAT" means value added tax or any similar or substitute tax.

Schedule 1: Additional Property

Part of the Property known as Kings Place, York Way, London N1 as shown hatched brown on the plan annexed to the Supplemental Debenture being part of freehold title number NGL233517.