

MG02

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



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23/11/2012

#246

COMPANIES HOUSE

☒ **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. To
do this, please use form MG02s

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 0 2 2 3 2 8 6

Company name in full HIGGI LIMITED

For official use

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 1 3 0 6 2 0 0 1

Description ① ALL ASSETS DEBENTURE

Date of registration ② 2 2 0 6 2 0 0 1

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 AQUILA HOUSE, BREEDS PLACE, HASTINGS

EAST SUSSEX

Postcode T N 3 4 3 0 G

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

(a) A fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H M Land Registry (details of which are set out in the Third Schedule to the All Assets Debenture),

(b) A fixed charge on the following assets, whether now or in the future belonging to the Company

(i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2 1 (a) of the All Assets Debenture,

(ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2 1 (a) of the All Assets Debenture,

(iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property,

(iv) all goodwill, unpaid and or uncalled capital of the Company,

(v) all the Company's Intellectual Property (as defined in the All Assets Debenture)

(vi) all the Company's Securities (as defined in the All Assets Debenture),

(vii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined in the All Assets Debenture) of the Company or a member of the Company's Group (as defined in the All Assets Debenture),

(viii) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986

(c) A fixed charge upon

(i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Securityholder,

(ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,

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

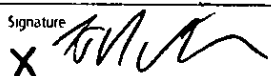
① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X  SUREN R. & MCLS LTD, COMPANY SECRETARY 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 **T MITCHELL**

Company name **McLINTOCKS**

Address **2 HILLIARDS COURT**

CHESTER BUSINESS PARK

Post town **CHESTER**

County/Region **CHESHIRE**

Postcode **C H 4 9 P X**

Country **UK**

DX

Telephone **01244 680780**



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,
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

MG02 - continuation page

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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
Short particulars	<p>(d) A fixed charge on all or any Debts (as defined in the All Assets Debenture) of the Company to be purchased by the Securityholder pursuant to the Financing Agreement but which fail to vest absolutely and effectively in the Securityholder for any reason, together with Related Rights (as defined in the All Assets Debenture) to such Debts ("Non-Vesting Debts")</p> <p>(e) A fixed charge on Other Debts being all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except</p> <p>(i) Non- Vesting Debts, and</p> <p>(ii) Any Debts whilst they remain absolutely and effectively vested in or held on trust for the Securityholder under the Financing Agreement and whether such vesting results from a legal or equitable assignment,</p> <p>(f) A floating charge on such of the monies which the Company may receive in respect of its other Debts and which, until any direction from the Securityholder to the contrary, shall be paid into the bank account of the Company referred to in clause 3 1 (f) of the All Assets Debenture and which upon such payment will be released from the fixed charge thereon,</p> <p>(g) A floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future not subject to the above charges,</p> <p>N B The Company agrees, inter alia, that at all times during the continuance of the All Assets Debenture</p> <p>(1) It will not sell, transfer, lease, licence or dispose of the Mortgaged Property ("as defined in the All Assets Debenture") subject to the floating charges shown at (f) and (g) above, except by way of sale at full value in the ordinary course of business being carried on by the Company as at the date of the All Assets Debenture, and</p> <p>(2) It will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charges shown at (a) to (e) inclusive above without the prior written consent of the Securityholder,</p> <p>(3) It will only deal with the Company's Other Debts outstanding in accordance with the Securityholder's written directions, until such directions are given will only deal with the Company's Other Debts by way of getting in and realising the same, and</p> <p>(4) It will not charge, sell, discount, factor, dispose of or otherwise deal with its Other Debts or the relative Remittances except in accordance with the All Assets Debenture unless it has the prior written consent of the Securityholder, and</p> <p>(5) Will only deal with the Non- Vesting Debts and the Related Rights as if they were Debts and Related Rights purchased by the Securityholder under the Financing Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Financing Agreement</p>