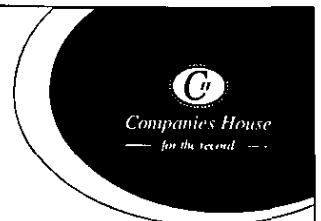


# MG02

## 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  
register a statement of satisfaction  
or in part of a fixed charge if  
the company registered in Scotland.  
If you do this, please use form MG

SATUR WEDNESDAY



A32 26/10/2011 294  
COMPANIES HOUSE  
"AYXM1YE4"  
15/10/2011 173  
COMPANIES HOUSE

### 1 Company details

Company number **2 2 8 1 7 6 4**  
Company name in full **DISCOUNT BUILDERS MERCHANTS LTD**

**(2)** 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 **2 9 1 2 1 9 9 7**

Description ☒ **MORTGAGE DEED ("THE MORTGAGE")**

Date of registration **2 9 1 2 1 9 9 7**

**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 **Lloyds Bank Plc Depart 1424 Horley Securities Centre**

Address **PO Box 104, 13 High Street Horley Surrey RH6 7YA**

Postcode **R H 6 7 Y A**

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

- (a) By way of legal mortgage the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage)) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon ("the Mortgaged Property") and references to the "Mortgaged Property" includes references to any part of it.
- (b) (i) By way of fixed charge all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation):
- (aa) any amounts owing to the Mortgagor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents and rentcharges owing to the Mortgagor in connection with the Mortgaged Property (and, in each case, the proceeds thereof);
- (bb) any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof); and
- (ii) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the "Mortgaged Chattels")
- (c) By way of assignment the goodwill of the business (if any) which was then or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (excluding any licences required by or given pursuant to any environmental law) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment.
- (d) By way of assignment the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted
- (e) By way of fixed charge, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same.

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## 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

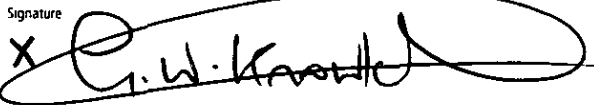
6

## 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

## MG02 - continuation page

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

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The expression "Mortgaged Premises" means the assets, rights and properties described in (a), (b), (c), (d) and (e) above and references to the "Mortgaged Premises" include references to any part of it.

The Mortgagor may not without the prior consent in writing of the Bank:

- (a) (i) (except as expressly provided for in the Mortgage) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Premises (other than the Mortgaged Chattels);
- (ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;
- (b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than a prior mortgage or charge mentioned in the Second Schedule to the Mortgage) over all or any part of the Mortgaged Premises;
- (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

By Sub-clause 5(d) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage

4

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

### Short particulars

## SCHEDULE

**The Freehold/Leasehold property known as or being**

Unit 4 Rainham Industrial Estate, Dovers Corner,  
Rainham, Essex  
including the entirety of the property comprised in the document(s) particulars  
of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent, etc.)	Parties
26.8.1988	Lease	1. Industrial Ownership Public Limited Company 2. Anglo Scandinavian Property A/S
Land Certificate(s) Title No.(s)		County/London Borough
EGL 237457		Havering