

# 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 of  
company registered in Scotland  
do this, please use form MG03

THURSDAY



A09 \*A14QFYAG\* 15/03/2012 #212  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 5 5 5 0 3 2

Company name in full TRIPLIFLOTA LIMITED

113 or 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 3 1 0 2 0 0 2

Description 1 Mortgage Deed (The 'Mortgage')

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

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 TSB BANK PLC

Address DEPT 9314, CITY BUSINESS PARK,  
EASTON ROAD, BRISTOL

Postcode BS 9 9 5 1 7

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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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

*See continuation sheet attached.*

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

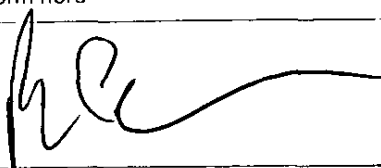
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

MG02

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

**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 **Jenny Cameron**Company name **Stones Solicitors LLP**Address **Linacre House****Southernhay Gardens**Post town **Exeter**County/Region **Devon**Post code 

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Country **UK**DX **DX 8306 Exeter**Telephone **01392 666777****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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

## Continuation Sheet<sup>1</sup>

### Box 4 Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage with full title guarantee 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) including any rights arising against any nominee purchaser pursuant thereto) 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" include references to any part of it as a continuous security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage) subject to the prior mortgage (f) of charge (f) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgages") and to the principal money, interest and other money thereby secured
- 2 (a) By way of fixed charge, present and future book and other debts, other military claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgage Property or any business at any time carried on thereon and the proceeds thereof including (without limitation)
  - i) 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 Mortgage Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Mortgagor in connection with the Mortgage Property (and, in each case, the proceeds thereof,
  - ii) any amount owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgage Property or by virtue of the Mortgagor's rights under any retention in 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
- (b) by way of floating charge all present and future, goods, moveable plant, machinery, implements, utensils, furniture and equipment at any time placed on or used in or about (but not forming part of) the Mortgage Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest ("the Mortgage Chattels")
- 3 By way of assignment by full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgage Property and the full benefit of all present and future licenses (if any) (including any permit, license, authorization, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also a 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 subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage)

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<sup>1</sup> Company Number 02555032

- 4 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations of any existing lease or underlease of the Mortgage Property subject to re-assignment upon payment of all the Secured Obligations
- 5 By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgage Property is or becomes entitled to share or shares in any company connected with the Mortgage Property, the entitlements of share or shares of such share or shares when issued and all rights, benefits and advantages arising in respect of the same ("the shares") as a continuing security for the payment to the Bank of the Secured Obligations
- 6 By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on via the Mortgagor at the Mortgage Property, subject to re-assignment on payment of all the Secured Obligations

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 Assets (as defined in the Mortgage) (other than the Mortgage Chattels)

ii Sell or otherwise dispose of all or any part of the Mortgage Chattels except by way of sale, assignment, license 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 of lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgage Assets,

(ii) enter into any contractual or other agreement which has or may have an economic effect similar to or analogous to any such encumbrance or security as would be prohibited by (b)(i) above

Sub-clause 5.6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank at 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 provided that the Bank shall be deemed to receive such rentals and such other amount referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgage Property or as Mortgagee in possession

### **Schedule**

**The property known as or being Watermans, 28A Market Street, Falmouth, Cornwall**