

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04.



A18 *A79113DK* #364
28/06/2018
COMPANIES HOUSE

1 Company details

Company number 03142621
Company name in full 5 STAR BOOKMAKERS LIMITED

→ **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 25 07 2003

A2 Charge number

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

Charge number* 1

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 (FIXED AND FLOATING CHARGE)

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

1. Security

5 Star Bookmakers Limited ("the Guarantor") as beneficial owner with full title guarantee to the intent that the mortgage and charge contained in the Deed shall be a continuing security for the payment and discharge of all the Secured Liabilities agreed by the Deed to be paid or discharged by it:

(a) GRANT, AND CONVEYS, unto the Lender ALL THAT THOSE the freehold land, hereditaments and premises specified in the Schedule hereto together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto the Lender in fee simple subject to the proviso for redemption contained in the Deed.

continued on the continuation sheet 1, page 4

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 ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar.

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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. | |
| | <p>2. Supplementary Provisions</p> <p>2.1 A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes:</p> <ul style="list-style-type: none"> (a) all buildings and fixtures on the property; (b) the proceeds of sale of any part of that property; and (c) the benefit of any covenants for title given or entered into by the predecessor in title of the Guarantor in respect of that property or any moneys paid or payable in respect of those covenants. <p>2.2 The Guarantor shall at all times during the continuance of the Security from time to time do, execute, acknowledge and deliver all and every such further deeds, conveyances, assignments, demises, mortgages, charges, documents and assurances at law as are necessary or advisable or as the Lender may reasonably require for the purpose of giving the Lender a valid first priority security interest of the type described in the Deed over the Security Assets therein referred to whether already owned or thereafter acquired by the Guarantor and for the better granting, conveying, assigning, transfer, demising or charging the same to the Lender for the purpose hereinbefore set forth and for conferring upon the Lender such power of sale and other powers over the said property as are hereby expressed to be conferred.</p> <p>2.3 The Guarantor shall not:</p> <ul style="list-style-type: none"> (a) be at liberty to create or permit to subsist any Encumbrance on any Security Asset other than any Encumbrance created by the Deed; or (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset or permit the same to occur except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3 (k) of the Deed. <p>2.4 The Security shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by any intermediate repayment or satisfaction of all or any of the moneys and liabilities secured by the Deed and shall continue in full force and effect until final repayment in full and total satisfaction of all moneys and liabilities secured by the Deed; and if upon such final repayment there shall exist any right on the part of the Guarantor or any other person to draw funds or otherwise which, if exercised, would or might cause the Guarantor to become actually or contingently liable to the Lender whether as principle debtor or as surety for another person, then the Lender shall be entitled to retain the Security and all rights, remedies and powers conferred thereby and the Security Assets for so long as shall or might be necessary to secure the discharge of such actual or contingent liability as aforesaid; and in the event that any demand shall have been made by the Lender under the Deed the said moneys shall forthwith upon the amount thereof being ascertained become due and shall be paid and discharged to the Lender and all provisions of the Deed shall apply accordingly.</p> | |

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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 | <p>2.5 The Security shall be in addition to and shall not operate so as in any way to prejudice or affect any other security which the Lender may as at 25 July 2003 or at any time thereafter hold for or in respect of the moneys and liabilities secured by the Deed or any part thereof nor shall any such other security or any lien to which the Lender may be otherwise entitled or the liability of any person not party hereto for all or any part of the moneys and liabilities secured by the Deed be in any way prejudiced or affected by the Security; and further the Lender shall have full power at its discretion to give time for payment to or make any other arrangement with any such other person without prejudice to the liability of the Guarantor under the Deed.</p> <p>2.6 The Lender may at any time (either before or after demand has been made by the Lender for the payment of the moneys secured by the Deed) by notice in writing to the Guarantor convert the floating charge created by Clause 3 (k) of the Deed with immediate effect into a fixed charge as regards any of the assets specified in the notice which the Lender shall consider to be in danger of being seized or sold under any form of distress execution diligence or other process levied or threatened or which may be or become in jeopardy or which have been made or may become the subject of an injunction or otherwise attached.</p> <p>NOTE In this form:-</p> <p>"Encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement and any other agreement or arrangement having substantially the same economic effect;</p> <p>"Finance Documents" means the Deed, the Guarantee and any other document which the Lender and the Guarantor designate as such from time to time;</p> <p>"Guarantee" means a guarantee dated 25th July 2003 between the Lender and the Guarantor;</p> <p>"Security" means any security created by the Deed;</p> <p>"Security Assets" means all assets of the Guarantor the subject of any security created by the Deed.</p> <p>SCHEDULE</p> <p>Freehold Unregistered (Clause 3 (a))</p> <p>Leasehold Unregistered Land (Clause 3 (b))</p> <p>Registered Lands (Clause 3 (c))</p> <p>Charges on Shares/Contracts (Clause 3 (i))</p> | |

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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.

- ☒ In full
☐ 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

JUSTIN CARTHY

Please give the address of the person delivering this statement

Building name/number

ALDERBROOK

Street

KING EDWARD ROAD

Post town

BRAY

County/Region

CO WICKLOW

Postcode

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge

DIRECTOR OF CHARGE

C3**Signature**

Please sign the form here.

Signature

Signature

X  X

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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 | <p>(b) DEMISES unto the Lender ALL THAT AND THOSE the lands, hereditaments and premises of leasehold tenure specified in the Schedule hereto together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto the Lender for the residues of the respective terms of years for which the Guarantor holds as at 25 July 2003 the same less the last days thereof of each such term the subject for the proviso for redemption contained in the Deed.</p> <p>(c) CHARGED as a first fixed charge so much of the lands hereditaments and premises specified in the Schedule hereto as are of leasehold and/or freehold tenure together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon.</p> <p>(d) CHARGED as a first fixed charge all other (if any) freehold and leasehold property of the Guarantor vested in it as at 25 July 2003 (whether or not registered), together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon.</p> <p>(e) CHARGED as a first fixed charge all future fixed freehold and leasehold property of the Guarantor, together with all trade fixtures and fixed plant and machinery from time to time thereon.</p> <p>(f) CHARGED as a first fixed charge all moneys from time to time standing to the credit of any account it has with any person and the debts represented by them.</p> <p>(g) CHARGED by way of first fixed charged the stocks, shares or other securities and/or the contracts, agreements and licences specified in the Schedule hereto and all the right, title and interest of the Guarantor therein.</p> <p>(h) CHARGED as a first fixed charge all other plant machinery vehicles computers and office and other equipment of the Guarantor both present and future (including stock in trade of the Guarantor).</p> <p>(i) CHARGED as a first fixed charge all the Guarantor's uncalled capital for the time being and goodwill and all patents, patent applications, trade marks, trade names, registered designs, and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Guarantor.</p> <p>(j) CHARGED by way of first floating charge the undertaking and all other assets and property of the Guarantor whatsoever and wheresoever both present and future and the property and assets referred to in Clause 3 (a) to 3 (j) (inclusive) of the Deed (if and insofar as the mortgages/charges thereon contained in the Deed shall be ineffective as mortgages/fixed charges).</p> | |