

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**
You cannot use this form
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland
do this, please use form 1

SATURDAY



A25 *AHQLLWUD* 189
20/08/2011
COMPANIES HOUSE

1	Company details	For official use
Company number	0 4 0 1 8 5 5 3	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Miller/CTP (Fareham) Limited	

2	Creation of charge	You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' The date of registration may be confirmed from the certificate
Date charge created	2 1 0 3 2 0 0 3	
Description	Debenture	
Date of registration	2 7 0 3 2 0 0 3	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	The Co-operative Bank plc	
Address	PO Box 101, 1 Balloon Street, Manchester	
Postcode	M 6 0 4 E P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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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

Please see attached paper apart

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

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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	Company Secretary									
Company name	The Miller Group Limited									
Address	Miller House, 2 Lochside View									
Edinburgh Park										
Post town	Edinburgh									
County/Region										
Postcode	E	H	1	2		9	D	H		
Country										
DX										
Telephone										



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

- 1 Pursuant to the terms of the Debenture, the Company with Full Title Guarantee (as defined below) charges to the Bank as a continuing security for the payment and discharge of the Secured Liabilities (as defined in the attached Schedule 1) the following assets, both present and future, from time to time owned by the Company or in which the Company is from time to time interested -
 - 1 1 by way of first legal mortgage any freehold property specified in Schedule 1 to the Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time thereon, the proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof, subject in the case of any leasehold property, to any necessary third party's consent to such mortgage being obtained;
 - 1 2 by way of first legal mortgage all estates and interests in any freehold and leasehold property and any rights under any licence or other agreement or document which gives the Company a right to enter upon or use land (except any Charged Assets validly charged under Clause 3.1.1 of the Debenture) wherever situated together with all building and fixtures at any time thereon all proceeds of sale of derived therefrom and the benefit of all covenants given in respect thereof and any moneys paid after the date hereof or payable in respect of such covenants, subject in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained,
 - 1 3 by way of first fixed charge
 - 1 3 1 all other interests (not being made subject to a valid first legal mortgage by Clauses 3 1 1 or 3 1 2 of the Debenture) in any freehold or leasehold property, the buildings and fixtures at any time thereon, and all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land subject in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained,
 - 1 3 2 all plant, machinery, vehicles, computers, office and other equipment now or in the future owned by it and its interest in any plant, machinery, vehicles, computers, office and other equipment in its possession other than (in any case) for the time being forming part of the Company's stock in

trade or work in progress, and the benefit of all contracts, licences and warranties relating to the same;

- 1.3.3 all present and future book and other debts, revenues and monetary claims of the Company and all rights and claims of whatever nature of the Company now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.3.4 all Investments (as defined below) together with all Distribution Rights (as defined below) from time to time accruing thereto;
- 1.3.5 (to the extent not effectively assigned under Clause 4.1 of the Debenture and subject to any necessary third party's consent to such fixed charge being obtained) all rights and interests of the Company in and claims under and returns of premiums in respect of all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Company or in which the Company is otherwise interested;
- 1.3.6 all monies (including interest) from time to time standing to the credit of any and all present or future accounts with any bank, financial institution, or other person and all debts represented thereby (saved for the Permitted Account as defined in the Facility Agreement (as defined below)) Provided that without prejudice to any other provision of Clause 3 of the Debenture any such monies paid out of such accounts without breaching the terms of any Finance Document (as defined in the Facility Agreement) and not paid into another account in the name of the Company shall be released from the fixed charge effected by Clause 3.1.3(vi) of the Debenture upon the proceeds being so paid out;
- 1.3.7 all Intellectual Property (as defined below) owned by the Company subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property is not capable of being charged (whether by reason of lack of such consent or otherwise) the charge thereof purported to be effected by Clause 3.1.3(vii) of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities,
- 1.3.8 (subject to any necessary third party's consent to such fixed charge being obtained) the benefit of all present and future, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof to the extent permitted by the terms of such agreements or authorisations; and
- 1.3.9 the goodwill of the Company and its uncalled capital for the time being

- 1 4 by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by the Debenture or effectively assigned by the Debenture
2. The Company with Full Title Guarantee and as continuing security for the payment and discharge of the Secured Liabilities, assigns and agrees to assign to the fullest extent capable of assignment (but subject to clause 4 2 of the Debenture) to the Bank all its rights, title and interest in -
 - 2.1 1 the Property Contracts (as defined below) together with the benefit of all rights, monies, beneficial interests and advantages of the Company therein whether present or future, actual or contingent, including all guarantees, warranties, rights and entitlements to all debts due to the Company thereunder and all claims whatsoever of the Company in respect thereof including without limitation claims against insurers and third parties from time to time and all rights of action under or in respect of the Property Contracts,
 - 2 1.2 all insurance policies and contracts of insurance relating to the Property and/or the Site (as defined below) (to the extent that the Company has the benefit of the same) and/or the Project and all monies payable under such policies and contracts and all VAT payable on the same,
 - 2 1 3 all present and future rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease underlease tenancy or Agreement for Lease (as defined below) affecting the Site and/or the Property and VAT payable on the same and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier (to the extent that the same are given in favour of the Company or the Company otherwise has the benefit of the same),
 - 2 1.4 all other contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company and relating to the Site and/or the Property and/or the Project (as defined below) (including but without limitation any deposit or other sum paid by way of security or paid under any contract for sale of the Site and/or the Property or under any option contract relating to the Property (whether or not such deposit is forfeited) all compensation paid in relation to the Site and/or the Property) and all VAT payable on the same

NOTE:

Under the terms of the Debenture, the Company covenants with the Bank that it shall not at any time during the continuance of the security constituted by the Debenture

- 1 sell or dispose (by conveyance, assignment, transfer or otherwise) of the Charged Assets or any estate or interest therein or any moneys payable in relation to the Charged Assets or agree to do any of the foregoing save in the normal course of

trading or as required under the terms of the Project and at the price anticipated in the documentation relating to the Project without the consent of the Bank; or

- 2 save as permitted by the Facility Agreement create, or purport to create, or permit to subsist or arise, any Encumbrance (as defined below) or any right or option on the Charged Assets without the Bank's prior written consent and notwithstanding the aforesaid any mortgage of or charge on the Charged Assets created by the Company (otherwise than in favour of the Bank) shall be expressed to be subject to the Debenture.

Definitions.

"Agreement for Lease"	shall have the same meaning as ascribed to it in the Debenture
"Distribution Rights"	means all dividends, distributions and other income paid or payable on the relevant Investment together with all shares or other property derived from the relevant Investment together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);
"Encumbrance"	means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,
"Facility Agreement"	means the facility agreement dated on or around the date hereof between the Lender and the Company relating to the term development facilities of up to £14,650,000 as the same may be amended, renewed or replaced from time to time,
"Full Title Guarantee"	shall have the meaning ascribed to it in the Law of Property (Miscellaneous Provisions) Act 1994,
"Intellectual Property"	means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brands and trade names, all copyrights and rights in the nature of copyright, all rights in relation to Internet domain names, all design rights, all registered designs and applications for registered designs, all computer programmes, all trade secrets, know-how and all other intellectual property rights now or in the future owned by the Company throughout the world or in which the

Company shall have an interest together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by the Company and ancillary and connected rights relating to the use or exploitation of any of the aforementioned rights,

"Investment"

means any negotiable instrument, certificate of deposit, debenture, share or other investment as at the date hereof owned by the Company;

"Project"

shall have the same meaning as is ascribed to the term "Development" in the Facility Agreement, and

"Property Contracts"

means any Agreement for Lease and the Appointments (as defined in the Facility Agreement) and such other documents as the Bank may from time to time nominate and each of them; and

"Site"

means the leasehold property in Market Quay, Fareham, Hampshire and including, for the avoidance of doubt, the leasehold car park site at Market Quay, Fareham, Hampshire