

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 in full
or in part of a fixed charge for a
company registered in Scotland.
If you do this, please use form MG02.

TUESDAY



A09 08/03/2011 281
COMPANIES HOUSE

1 Company details

Company number 0 4 3 5 2 8 2 4

Company name in full Northumbrian Fine Foods Limited (Company)

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 d1 d2 m1 m1 y2 y0 y0 y7 ✓

Description ① ✓ Debenture granted by the Company in favour of

Alliance & Leicester plc (Bank) (Debenture)

Date of registration ② d1 d4 m1 m1 y2 y0 y0 y7 ✓

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 Alliance & Leicester plc ✓

Address 6 South Admin, Bridle Road

Bootle, Merseyside

Postcode L 3 0 4 G B

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

1 By way of first fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in all freehold and/or leasehold property described in the Schedule to the Debenture, including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof

2 By way of first fixed charge

2 1 all right, title, estate and other interests of the Company in each freehold or leasehold property as at the date of the Debenture or at any time vested in or held by or on behalf of the Company (not effectively mortgaged under 1 above) including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof,

2 2 all book and other debts in existence from time to time both as at the date of the Debenture and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto and,

2 3 all as at the date of the Debenture and future goodwill and uncalled capital for the time being of the Company

3 By way of first priority assignment, all right, title, estate and other interests of the Company in

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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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 1 the gross rents, licence fees and other monies receivable as at the date of the Debenture or hereafter at any time by the Company in respect of or arising out of any lease of the property referred to in 1 or 2 1 above or any agreement for lease or otherwise derived by the Company from such property or otherwise paid to or received by the Company in respect of such property

3 2 the benefit of all guarantees, warranties and representations given or made by any rights or remedies against all or any professional advisers as at the date of the Debenture or at any time engaged by the Company in relation to any of the property referred to in 1 or 2 1 above and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any such property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and

3 3 the benefit of all as at the date of the Debenture and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over any of the property referred to in 1 and 2 1 above and all sums paid or payable to the Company in respect of any such agreement, contract, option or undertaking

4 By way of floating charge the whole of the Company's undertaking and all of the property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, as at the date of the Debenture or future, which are, for any reason, not validly charged or assigned pursuant to 1, 2 or 3 above

5 The floating charge referred to in paragraph 4 above shall automatically crystallise and without notice be converted into a fixed charge in respect of any assets subject to it

5 1 which will become subject to any mortgage, charge, pledge, lien (save a lien arising operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring of priority of payment or to a disposition (in each case an "Encumbrance") contrary to provisions of clause 5 of the Debenture,

5 2 if the Company ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business,

5 3 if any encumbrance takes possession of or a receiver is appointed over all or any part of the assets charged by the Debenture,

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Short particulars

5 4 if an order is made for the winding up of the Company by the Court, or if an effective resolution is passed for the creditors voluntary winding up of the Company, and

5 5 if a petition is presented for an administration order to be made in relation to the Company pursuant to the Insolvency Act 1986

6 Under the Debenture, the Company represented, warranted and undertook to the Bank that (save with the prior written consent of the Bank) it would be the sole beneficial owner with full title guarantee of all of the assets charged by the Debenture free from any Encumbrance (as that expression is defined above) and would not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any such Encumbrance or any right or option on any of the assets charged by the Debenture or any part thereof

7 Under the Debenture the Company covenanted to procure that any monies received or receivable under any insurance will be held by the Company in trust for the Bank and will be applied in repairing, replacing, restoring or reinstating the assets charged by the Debenture destroyed or damaged on in the manner the Bank requires or, if the Bank so directs and the terms of the relevant insurances permit, in or towards satisfaction of the sums secured by the Debenture

8 The Company covenanted to collect and realise all book and other debts referred to in 2 2 above in the ordinary course of business and to pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect thereof immediately upon receipt and pending such payment to hold such monies on trust for the Bank

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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 KSM/SLM 42165 7

Company name
Muckle LLP

Address Time Central

32 Gallowgate

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode N E 1 4 B F

Country

DX 61011

Telephone 0191 211 7777



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