

MR04

Statement of satisfaction in full or in part of a charge



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.

SATURDAY



A13 *A7FZS6NV* #160
06/10/2018
COMPANIES HOUSE

1 Company details

Company number 0 5 5 3 6 0 8 7

Company name in full Park Lane Healthcare (Moorgate) 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 2 8 0 8 2 0 0 9

A2 Charge number

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

Charge number* 4

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 Legal 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

Short particulars

Please give the short particulars of the property or undertaking charged.

The Chargor charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities the following assets both present and future:-

1. By way of legal mortgage each of the Properties,

2. By way of fixed charge

a) the benefit of all agreements relating to each Property which it is or may become a party or otherwise entitled,

b) its rights under the appointment of any managing agent of any of the Properties,

c) all its rights title and interest in the Insurances,

d) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property on the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and

e) If and insofar as any assignment in clause 3.2 of the Charge as described in paragraph 3 below shall for any reason be ineffective as an assignment, the assets referred to in that paragraph.

See continuation sheet.

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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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

Hay and Kilner LLP

Please give the address of the person delivering this statement

Building name/number

30

Street

Cloth Market

Post town

Newcastle upon Tyne

County/Region

Postcode

N E 1 1 E E

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

Person's interest in the charge

Solicitor for the Chargor

C3

Signature

Please sign the form here.

Signature

Signature


X




X

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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	Abby Dorani
Company name	Hay & Kilner LLP
Address	Merchant House
30 Cloth Market	
Newcastle upon Tyne	
Post town	
County/Region	
Postcode	N E 1 1 E E
Country	
DX	
Telephone	0191 232 8345

 Checklist
We may return forms completed incorrectly or with information missing.
Please make sure you have remembered the following:
<input type="checkbox"/> The company name and number match the information held on the public Register.
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date.
<input type="checkbox"/> You have given the charge number.
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4.
Part B Charges created on or after 06/04/2013
<input type="checkbox"/> You have given the charge code.
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate box in Section C1.
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C2.
<input type="checkbox"/> 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

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3. The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights title and interest both present and future in and to the Rental Income and all the Chargor's other rights title and interest under each Occupational Lease.

Note:

1. The charges and assignments rank as first charges and assignments and are given with full title guarantee.

2. The Chargor has agreed to execute further assurances.

3. The Chargor has appointed the Lender its attorney to execute and complete any documents or instruments which the Lender may require for protecting its title to the Charged Assets.

4. The Chargor has agreed not to create or permit to subsist assist any Security over any of the Charged Assets other than permitted security.

In this form 395 the following expressions have the following meanings:

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration.

Charged Assets means all the undertaking, property and assets of the Chargor described in clauses 3.2 and 3.2 of the Charge and as described in paragraphs 1, 2 and 3 of this form including any part thereof and any interest therein.

Default Rate means the highest rate of interest referred to in the Finance Documents.

Finance Documents means the documents governing the terms of the Secured Liabilities.

Insurances means all contracts or policies or insurance relating to the Charged Assets in which the Chargor has an interest.

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor.

Properties means the assets of the Chargor described in schedule 1 to the Charge namely Moorgate Lodge Nursing Home, Nightingale Close, Rotherham S60 2AB registered at the Land Registry with title number SK516609 together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights pertinent to or benefiting any such property (each a property).

Rental Income means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property.

Secured Liabilities means all monies obligations and liabilities covenanted to be paid

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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

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Short particulars

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under or pursuant to clause 2 of the Charge, namely:-

1. All monies and liabilities now or hereafter due or owing or incurred by the Chargor to the Lender, whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owed to the Lender or purchased or otherwise acquired by it; denominated in sterling or in any other currency; incurred on any bank account or in any another manner whatsoever, together with interest (both before and after judgment) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such monies or liabilities or generally in respect of the Chargor.

2. If the Chargor fails to pay any amount payable by it on its due date interest shall accrue on the overdue amount from the due date up to the date of actual payment first (both before and after judgement) at the Default Rate. Such interest (if unpaid) shall be compounded monthly.

Security means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

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A3

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Instrument description