

# 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](http://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 form  
LL MR04.

THURSDAY



\*J3ZM2OG2\*

JNI

22/01/2015

#49

COMPANIES HOUSE

### 1 Company details

Company number

Company name in full

*charge no. 1*

→ 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

### A2 Charge number

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

Charge number\*

### 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

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 The Company as beneficial owner to the intent that the charges contained in the Debenture will be a continuing security for the payment and discharge of the Secured Obligations.

1.1 GRANTED AND CONVEYED unto the Chargee ALL THAT AND THOSE whatever estate interest right or title which the Company may have in the freehold land hereditaments and premises specified in the Schedule hereto and the Schedule to the Debenture together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon.

1.2 DEMISED unto the Chargee ALL THAT AND THOSE whatever estate interest right or title which the Company may have in the lands hereditaments and premises of leasehold tenure specified in the Schedule hereto and the Schedule to the Debenture together with all buildings fixtures (including trade fixtures) and fixed plant and machinery of the Company from time to time thereon TO HOLD the same unto the Chargee for the residues of the respective terms of years for which the Company holds at the date of the Debenture the same less the last three days thereof of each. (Please see continuation page)

**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 <sup>①</sup>

-     -

**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

MICHAEL KELLY

Please give the address of the person delivering this statement

Building name/number

MURRAY HOUSE

Street

MURRAY STREET

Post town

BELFAST

County/Region

ANTRIM

Postcode

B T 1 6 D N

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

Person's interest in  
the charge

SOLICITOR ON BEHALF OF THE CHARGOR

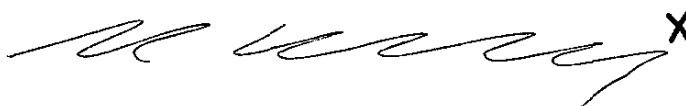
**C3****Signature**

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 **MICHAEL KELLY**

Company name **CARSON MCDOWELL LLP**

Address **MURRAY HOUSE**

**MURRAY STREET**

Post town **BELFAST**

County/Region **ANTRIM**

Postcode **B T 1 6 D N**

Country **N IRELAND**

DX **403 NR BELFAST**

Telephone **028 90244951**

**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.

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date.  
☐ You have given the charge number (if appropriate)  
☐ 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**  
 You have given the charge code.

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1.  
 You have given the details of the person delivering this statement in Section C2.  
☐ 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)

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

**A4**

### Short particulars of the property or undertaking charged

|                   | Please give the short particulars of the property or undertaking charged.  |  |
|-------------------|--|--|
| Short particulars | <p>1.3 As registered owner or as the person entitled to be registered as owner CHARGED whatever estate interest right or title which the Company may have in all the property lands hereditaments and premises specified in the Schedule hereto and the Schedule to the Debenture the ownership of which is registered pursuant to Land Registration (Northern Ireland) Act 1970 together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon with the payment and discharge to the Chargee of all monies and liabilities thereby agreed to be paid or discharged and ASSENTED to the registration of the charge as a burden on the said property</p> <p>1.4 CHARGED as a first fixed charge unto the Chargee all other (if any) freehold and leasehold property of the Company at the date of the Debenture vested in it (whether or not registered) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon</p> <p>1.5 CHARGED as a first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon other than leasehold property in respect of which the consent of the lessor is required for such charge</p> <p>1.6 CHARGED as a first fixed charge any present or future stocks shares debentures bonds warrants coupons or other securities and investments owned by the Company including without limitation those stocks shares debenture bonds warrants coupons or other securities specified in the Schedule attached hereto and the Schedule to the Debenture (together the Securities) and any rights attaching and any dividend or interest paid or payable in relation to them and any rights monies or property accruing or offered at any time in relation to them by way of redemption substitution exchange or bonus under option rights or otherwise</p> <p>1.7 CHARGED by way of first fixed charge the contracts agreements and licences specified in the Schedule hereto and the Schedule to the Debenture and all right title and interest of the Company in those contracts agreements and licences</p> <p>1.8 CHARGED as a first fixed charge all other plant machinery vehicles computers and office and other equipment of the company both present and future (including stock in trade of the Company)</p> <p>1.9 CHARGED as a first fixed charge all the Company's uncalled capital for the time being and the Company's present and future goodwill</p> <p>1.10 CHARGED as a first fixed charge all of the Company's rights title interest and benefit in all Intellectual Property Rights including without limitation all computer software licences and ancillary and connected rights relating to the intangible property both present and future of the Company</p> <p>PLEASE SEE NEXT CONTINUATION SHEET</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

#### 1.11 CHARGED by way of a first fixed charge

1.11.1 all present and future book debts revenues and monetary claims at the date of the Debenture or at any time in the future due owing or incurred to the Company together with the benefit of all rights securities remedies and guarantees of any nature whatsoever at the date of the debenture or at any time enjoyed or held by the Company in relation to those book debts revenues and monetary claims

1.11.2 all the Company's rights title and interest in and to all other debts in and to which the Company has any right title or interest

1.11.3 the balance for the time being standing to the credit of the Account together with all interest on the balance and the debt represented by the balance

1.12 The Company ASSIGNED absolutely by way of security the benefit of and its whole present and future rights under all leases licences and agreements specified in the Schedule hereto and the Schedule to the Debenture and any other contracts or agreements to which it is or may at any time after the date of the Debenture be or become a party to (being Future Agreements) and the proceeds of all payments (to include rent) claims awards or other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and all the Company's present and future claims rights remedies and causes of action thereunder

1.13 CHARGED by way of first floating charge the undertaking and all other assets and property of the Company whatsoever and wheresoever both present and future and the property and assets referred to in paragraphs 1.1 to 1.12 above (being clauses 3.1 to 3.12 of the Debenture) (if and in so far as the mortgages and/or charges thereon contained in the Debenture shall be ineffective as mortgages and/or fixed charges)

#### 2 General Protection of Assets and Covenants

The Company shall not create or permit to subsist any mortgage charge pledge debenture lien (other than a lien arising in the ordinary and usual course of business by operation of law) or other encumbrance securing any obligation of any person (other than those (if any) specified in the Schedule hereto and the Schedule to the Debenture) or any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect

(Please see MG01 filed on 09.09.2010 for further details)

PLEASE SEE NEXT CONTINUATION SHEET

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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>SCHEDULE</b></p> <p>Freehold Unregistered</p> <p>None</p> <p>Leasehold Unregistered Land</p> <p>None</p> <p>Registered Land</p> <p>None</p> <p>Shares</p> <p>None</p> <p>Contracts Debts and other Agreements</p> <p>Agreement re Transfer of Goodwill etc and Trading Operations<br/>Deed dated 1 April 1990 between the Company as Transferor and<br/>J&amp;T Plant Limited as Transferee</p> <p>Agency Agreement dated 1 April 1990 between J&amp;T Plant Limited<br/>as Principal and the Company as Agent</p> <p>Intercompany debt between the Company as Lender and J&amp;T Plant<br/>Limited as Borrower</p> <p>Intellectual Property Rights</p> <p>None specified</p> |