

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.



JNI 02/03/2015 #80
COMPANIES HOUSE

1 Company details

Company number N 1 0 3 3 7 1 1

Company name in full Magell Limited (the "Company")

→ **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**

Charge 18

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 1 3 0 8 2 0 0 9

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 Mortgage in favour of Ulster Bank Ireland Limited

Continuation page
Please use a continuation page if
you need to enter more details.

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Short particulars of the property or undertaking charged

Please use a continuation page if
you need to enter more details.

1. grants and demises unto the Bank so much of the Property as is unregistered land being ALL THAT AND THOSE the lands and premises situate at and known as Eagle Star House, 5-7 Upper Queen Street and 15 Wellington Street, Belfast in the County of Antrim as were comprised in Deed of Conveyance dated 20th day of March 1998 and made between Corbo Limited of the one part and the Mortgagor of the other part. Held in fee simple SUBJECT TO but with the benefit of a Lease dated 22nd day of December 1982 and made between Dundas Properties Limited of the one part and Eagle Star Insurance Company Limited of the other part for the term of 35 years from 1st day of August 1981 subject to the initial annual rent of £71, 659 (currently £316, 500) and to the covenants on the part of the
(see continuation sheet)

Charges created on or after 06/04/2013

Charge code

This is the unique reference code allocated by the registrar.

[illegible]

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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>lessee and conditions therein contained TO HOLD as to so much thereof as is freehold unto the Bank for the term of 10,000 years from the date hereof and as to so much thereof as is leasehold unto the Bank for the residue or residues of the term or respective terms of years for which the same are held less the last 3 days of such term or of each of such terms and as registered owner or the person entitled to become registered as owner charges in favour of the Bank so much of the Property as is registered or is required to be registered in the Land Registry being all the Mortgagor's estate and interest in the lands by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges, appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Mortgagor in the Property and in any proceeds of sale or disposal of any part of the Property;</p> <p>2. charges to the Bank by way of fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or connected to the Property; and</p> <p>3. charges to the Bank by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.</p> <p>4. assigns to the Bank the goodwill of the business carried on by the Mortgagor at the Property together with the benefit of any licences including without limitation any intoxicating liquor licence and registrations required or obtained for the running of such business;</p> <p>5. assigns to the Bank all moneys from time to time payable to the Mortgagor under or pursuant to the Insurances including without limitation the refund of any premiums;</p> <p>6. assigns to the Bank all compensation from time to time payable to the Mortgagor under or pursuant to the Criminal Damage (Northern Ireland) Order 1977; and</p> <p>7. assigns to the Bank the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is or may now in the future become entitled in relation to the Mortgaged Property including but not limited to all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Mortgaged Property and all guarantors and sureties for the obligation of such persons.</p>	

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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>8. assigns to the Bank the benefit of all rights and claims of the Mortgagor under or in respect of the Development Documents and all other contracts, agreements rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor.</p> <p>NEGATIVE PLEDGE</p> <p>Not without the prior written consent of the Bank to:</p> <p>(i) create or purport to create or permit to subsist any Security Right over the whole or any part of the Mortgaged Property other than a lien arising by operation of law (arising in the ordinary course of the Mortgagor's business and securing amounts not more than 30 days overdue) and any Permitted Charge; or</p> <p>(ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property; or</p> <p>(iii) dispose of all or any part of the Mortgaged Property or agree to do so; or</p> <p>(iv) permit or agree to any variation of the Rights attaching to the whole or any part of the Mortgaged Property;</p> <p>4 DEFINITIONS</p> <p>Development Documents means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Mortgagor and any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Mortgaged Property or any part thereof.</p> <p>Fixtures means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Mortgagor;</p> <p>Insurances means all present and future contracts or policies of insurance effected by the Mortgagor in accordance with this Mortgage or to which the Mortgagor is entitled in respect of the Mortgaged Property;</p> <p>Mortgaged Property means the Property and all other assets and rights of the Mortgagor mortgaged and/or charged by this Mortgage;</p> <p>Occupational Leases means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Mortgaged Property;</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>Permitted Charge means any mortgage and/or charge over the Mortgaged Property which has been granted or permitted to subsist with the prior written consent of the Bank and "Permitted Chargee" shall be construed accordingly;</p> <p>Rental Income means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of or arising out of the Occupational Leases of the Mortgaged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Mortgaged Property or otherwise paid to or received by the Mortgagor in respect of the Mortgaged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;</p> <p>Rights means all the Mortgagor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Mortgagor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Mortgagor or any person deriving title from the Mortgagor from time to time over or in respect of the whole or any part of the Mortgaged Property);</p> <p>Security Right means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind;</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

Peter McCall

Please give the address of the person delivering this statement

Building name/number

Imperial House

Street

4-10 Donegall Square East

Post town

Belfast

County/Region

Antrim

Postcode

B T 1 5 H D

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 Peter McCall

Company name Millar McCall Wylie

Address Imperial House

4-10 Donegall Square East

Post town Belfast

County/Region County Antrim

Postcode B T 1 5 H D

Country Northern Ireland

DX DX 465 NR BELFAST

Telephone (028) 9020 0050



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 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