

# MG02s



Statement of satisfaction in full or in part of a fixed  
charge for a company registered in Scotland

☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a fixed charge for a company  
registered in Scotland.

☐ **What this form is for**  
You cannot use this form to register  
a statement of satisfaction in full or  
in part of a mortgage charge for an  
England and Wales or Northern  
Ireland company. To do this, use form MG02.

THURSDAY



SCT 04/10/2012 #439  
COMPANIES HOUSE

ise  
uk

## 1 Company details

Company number S C 3 2 4 0 7 9

Company name in full LOGIE GREEN DEVELOPMENTS LIMITED (the "Chargor")

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 1 7 1 2 2 0 1 0

Description 1 DEPOSIT ACCOUNT CHARGE (the "Charge")

Date of registration 2 2 2 1 2 2 0 1 0

<sup>1</sup> You should give a description of  
the instrument (if any) creating or  
evidencing the charge, e.g. 'Standard  
security'.

<sup>2</sup> 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 BARCLAYS BANK PLC (the "Lender")

Address Floor 27, 1 Churchill Place, London

Post code E 1 4 5 H P

Name

Address

Post code

Name

Address

Postcode

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

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### Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

1. All Security and dispositions created or made by or pursuant to the Charge are created or made:
  - (a) in favour of the Lender;
  - (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
  - (c) as continuing security for payment of the Secured Obligations.
2. The Chargor charges and agrees, by way of first fixed charge, to charge all its present and future right, title and interest in and to the Security Account and the Account Balance.
3. The Assignor shall not do or agree to do any of the following without the prior written consent of the Lender:
  - (a) create or permit to subsist any Security Interest on the Security Account or the Account Balance other than as created by the Charge; or
  - (b) sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in the Security Account or the Account Balance.
4. The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance without the prior consent of the Lender. The Lender shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer.
5. The Lender is irrevocably authorised at any time (whether or not a Default has occurred) without notice to the Chargor to apply any monies standing to the credit of the Security Account against any Secured Obligation which is due and payable.
6. The Lender may (but shall not be obliged to) at any time set off any obligation which is due and payable by the Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) (including the Account Balance) owed by the Lender to the Chargor regardless of the place of payment, booking branch or currency of either obligation or the Account Balance.

Please see Continuation Page

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### Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied <sup>1</sup>

- ☒ In full.  
☐ In part.

<sup>1</sup> Please tick one box only.


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### Signature

Please sign the form here.

Signature

Signature

X  FOR SENILE FRANK LLP. 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

DGO/EGA/LOG14490-13

Company name

SEMPLE FRASER LLP

Address

80 GEORGE STREET

EDINBURGH

Post town

County/Region

Postcode

E H 2 3 B U

Country

DX ED447

Telephone

0131 273 3771



### 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 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](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)

# MG02s - continuation page

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation Page

7. At any time after the Security has become enforceable (and in addition to its rights under clause 9.1 and clause 9.2(a) of the Charge), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

### Definitions

**"Account Balance"** means all monies at any time standing to the credit of the Security Account and:

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account; and
- (c) all rights to repayment of any of the same.

**"Default"** means an Event of Default or any event or circumstance specified in clause 24 of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default;

**"Event of Default"** means any event or circumstance specified as such in clause 24 of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated on or around the date of the Charge and made between (1) the Chargor as Borrower and (2) the Lender, pursuant to which the Lender has agreed to make certain development and investment facilities available to the Borrower;

**"Finance Document"** means a Finance Document as defined in the Facility Agreement;

**"Secured Obligation"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under the Charge);

**"Security Account"** means the account held with the Lender with account number and sort code set out in the Charge and designated "Cash Collateral Account" denominated in Sterling, together with:

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account);

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or other security agreement or arrangement having the effect of security; and

**"Security"** means the Security Interest created by or pursuant to the Charge.