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 regist a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland 1 do this, please use form MG02s

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'AKTCGZGU' 22/11/2011

COMPANIES HOUSE

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1	Company details	For official use Filling in this form Please complete in typescript or in
Company number	0 0 3 5 4 1 4 6	
Company name in full	Ellis & Sons Amalgamated Properties Limited	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Creation of charge	-
Date charge created	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	You should give a description of the instrument (if any) creating or
Description	Mortgage Deed (the "Mortgage") evidencing the e g 'Legal chi	
Date of registration 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 Continuation page Please use a continu you need to enter me	
Name	Lloyds TSB Bank plc	,
Address	25 Gresham Street	
	London	
Postcode	EC2V7HN	
Name		_
Address		_
Postcode		
		<u>- </u>
Vame		i
Name Address		_

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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	By way of legal mortgage with full title guarantee the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the "Mortgaged Property") and references to the "Mortgage Property" include references to any part of it as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage) subject to the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgages") and to the principal money, interest and other money thereby secured			
	2 (a) By way of fixed charge, all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation)			
	(1) any amounts owing to the Mortgagor by way of rent, licence fee service charge or dilapidations by any tenant or licensee (in eac case whether present or future) of the Mortgaged Property and an ground rents and rent charges, rent deposits and purchase deposit owing to the Mortgagor in connection with the Mortgaged Propert (and, in each case, the proceeds thereof),			
	Continued			
5				
	Satisfaction of the debt I confirm that the debt for which the charge described above was given has been paid or satisfied ☑ In full ☐ In part	Please tick one box only		
6	Signature			
	Please sign the form here			
Signature	Signature X			
	This form must be signed by a person with an interest in the registration of the charge			

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Presenter information	Important 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	Please note that all information on this form will appear on the public record.		
visible to searchers of the public record	☑ Where to send		
Company name Stevens & Bolton LLP	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.		
Address	For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff		
Post town County/Region	For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF		
Postcode G U 1 4 Y D Country	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		
DX 2423 Guildford 1 Telephone 01483302264			
✓ Checklist			
We may return forms completed incorrectly or with information missing. Please make sure you have remembered the	Further information For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk		
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	This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse gov.uk		

In accordance with Section 872(1)(a) of the Companies Act 2006

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (11) any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention in other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof), and
- (b) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment at any time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the "Mortgaged Chattels")
- 3. By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage).
- 4 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations
- 5. By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all the rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations
- 6 By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

The Mortgagor may not without the prior consent in writing of the Bank.

- (a)(1) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (as defined in the Mortgage) (other than the Mortgaged Chattels)
- (11) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the

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CONTINUED

In accordance with Section 872(1)(a) of the Companies Act 2006

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ordinary course of business;

(b)(1) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets,

(11) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(1) above.

By sub-clause 5.6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and such other amounts referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged Property or as Mortgagee in possession

SCHEDULE

The Freehold/Leasehold property known as or being Land on the East Side of Hurlands Close and Junction Road Farnham Surrey including the entirety of the property comprised in the document(s) particulars of which are set out below

Date

Description (Conveyance, Lease, Assignment, Assent, etc) Parties

Land Certificate(s) Title No (s) SY616201 SY326055 Administrative Area Surrey. Waverley