

MR04

Statement of satisfaction in full or in part of a charge

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☒ **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

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THURSDAY



A13 *A510N0QJ* 18/02/2016 #264
COMPANIES HOUSE

For more information, please
visit the guidance at
[companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1 Company details

Company number 03010097

Company name in full DST REALTY (UK) LIMITED

→ **Filing 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 02/02/2010

A2 Charge number

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

Charge number* 2

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 Debenture

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 | | Continuation page Please use a continuation page if you need to enter more details |
|--|---|--|
| Short particulars | <p>Charging Provisions</p> <p>1. As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to LTSBCF:</p> <p>1 1 by way of legal mortgage, the property (if any) described in Schedule 2 (Registered Land) to the Debenture (as described in Schedule 1 to these continuation pages),</p> <p>1 2 by way of fixed charge any freehold or leasehold property (excluding any property charged by clause 2 1 1 of the Debenture (as described at paragraph 1 1 above)) at the date of the Debenture and in the future owned by the Chargor or in which the Chargor may have an interest,</p> | |

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 | | ① Charge code This is the unique reference code allocated by the registrar |
|--|---------------------|--|
| Charge code ① | - - - - - - - - - - | |

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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 <input checked="" type="checkbox"/> In full <input type="checkbox"/> 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 | DLA Piper UK LLP | |
| | Please give the address of the person delivering this statement | |
| Building name/number | Victoria Square House | |
| Street | Victoria Square | |
| | | |
| Post town | Birmingham | |
| County/Region | West Midlands | |
| Postcode | B 2 4 D L | |
| | Please give the person's interest in the charge (e.g. chargor/chargee etc) | |
| Person's interest in the charge | Solicitor of the chargor | |
| | | |
| | | |

| | | |
|-----------|----------------------------|--|
| C3 | Signature | |
| | Please sign the form here | |
| Signature | Signature X DLA Piper 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 **Amber Nixon**

Company name **DLA Piper UK LLP**

Address **Victoria Square House**

Victoria Square

Birmingham

Post town

County/Region

Postcode **B 2 4 D L**

Country

DX **DX 13022 BIRMINGHAM 1**

Telephone **0121 262 5646**



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

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Short particulars of the property or undertaking charged

| Short particulars | Please give the short particulars of the property or undertaking charged | |
|-------------------|--|--|
| | <p>1 3 by way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property;</p> <p>1.4 by way of fixed charge all the Chargor's plant and machinery and other equipment listed in Schedule 3 (Plant and Machinery) to the Debenture (as described in Schedule 2 to these continuation pages) and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment;</p> <p>1.5 by way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 3 (Plant and Machinery) to the Debenture (as described in Schedule 2 to these continuation pages) and all spare parts, replacements, modifications and additions for or to. such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,</p> <p>1.6 by way of fixed charge, all Non Vesting Invoices and all cash in respect thereof;</p> <p>1.7 by way of fixed charge, all Other Invoices required by LTSBCF to be paid into a Nominated Account and all cash in respect thereof,</p> <p>1.8 by way of fixed charge, any credit balance on any Nominated Account,</p> <p>1.9 by way of fixed charge, all the Chargor's goodwill and uncalled capital present and future,</p> <p>1.10 by way of fixed charge, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business,</p> <p>1.11 by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest, including any specified in Schedule 5 (Charged Securities) to the Debenture (as described in Schedule 4 to these continuation pages),</p> | |

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| | <p>1.12 by way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group,</p> <p>1 13 by way of fixed charge, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time,</p> <p>1 14 by way of floating charge, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland)</p> <p>2 The floating charge created by clause 2.1 14 of the Debenture (as described at paragraph 1 14 above) will automatically without notice be converted into a fixed charge over those assets concerned</p> <p>2.1 if, without LTSBCF's prior written consent, the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over all or any of its assets charged by way of floating charge, or</p> <p>2 2 if any person levies or attempts to levy any distress, execution or other process against such assets, or</p> <p>2 3 if any person presents a petition to wind up the Chargor or applies for an administration order,</p> <p>2 4 upon the enforcement of the Debenture.</p> <p>3 LTSBCF may by notice to the Chargor at any time convert the floating charge created by clause 2 1.14 of the Debenture (as described at paragraph 1 14 above) into a fixed charge as regards any of the assets specified in the notice.</p> <p>Continuing and Additional Security</p> <p>4 The Debenture is a continuing security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of the Debenture is given by LTSBCF to the Chargor.</p> |

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|--|---|
| Short particulars | <p>Restrictions</p> <p>5 The Chargor agrees with LTSBCF that it will not, without LTSBCF's prior written consent:</p> <p>5 1 create or permit to subsist, in favour of any person other than LTSBCF, any Security Interest on the Charged Assets, except for any Permitted Security Interest,</p> <p>5.2 Dispose or agree to Dispose of any Charged Assets charged by way of fixed charge,</p> <p>5 3 Dispose of any Charged Assets charged by way of floating charge other than for market value on the ordinary course of business</p> <p>Definitions</p> <p>6 All capitalised terms used in this form are defined in the Appendix to this form.</p> <p>Schedule 1 (Registered Land)</p> <p>The Debenture does not specify any registered land relating to the Chargor</p> <p>Schedule 2 (Plant and Machinery)</p> <p>The Debenture does not specify any plant and machinery relating to the Chargor.</p> <p>Schedule 3 (Permitted Security Interests)</p> <p>The Debenture does not specify any Permitted Security Interests relating to the Chargor</p> <p>Schedule 4 (Charged Securities)</p> <p>The Debenture does not specify any charged securities relating to the Chargor</p> <p>APPENDIX</p> <p>DEFINITIONS AND CONSTRUCTION</p> <p>Definitions</p> <p>In this form and its Appendices the following definitions apply</p> <p>"Charged Assets" means the subject matter of the mortgages and charges created by the Debenture and set out in clause 2 of the Debenture (as described in paragraph 1 of the continuation pages to Part 6 of this form),</p> <p>"Chargor" has the meaning given to it in Part 1 of this form;</p> |

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|-------------------|---|--|
| Short particulars | <p>"Contract of Sale" means a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which an Invoice arises,</p> <p>"Customer" means a party under a Contract of Sale obliged to pay you the Invoice and, where the context so permits, a prospective Customer,</p> <p>"Debenture" has the meaning given to it in Part 3 of this form;</p> <p>"Dispose" or "Disposal" includes sale, transfer, lease, licence, or parting with possession or granting any interest in,</p> <p>"Equipment" means any plant, machinery and/or other equipment charged to LTSBCF by the Debenture;</p> <p>"Expenses" means those fees, cost, charges and expenses covenanted to be paid by the Chargor in clause 14 1 of the Debenture,</p> <p>"Group" means, together, Innovative Output Solutions Limited (company number 07262428) and its Subsidiaries for the time being (each a "Group Company" and each a "member of the Group"),</p> <p>"Indemnified Events" means those matters and events in respect of which the Chargor is liable to indemnify or reimburse LTSBCF, including those referred to in clauses 5 4 and 14 of the Debenture,</p> <p>"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and right to apply therefore), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, knowhow, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world;</p> <p>"Invoice" means any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of an Invoice,</p> <p>"LTSBCF" has the meaning given to it in Part 5 of this form;</p> | |

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|-------------------|--|--|
| Short particulars | <p>"Nominated Account" means any account opened pursuant to clause 4.1 3 of the Debenture,</p> <p>"Non Vesting Invoices" means all or any Invoices from time to time purported to be assigned to LTSBCF pursuant to the Receivables Finance Agreement which are not assigned absolutely to LTSBCF for any reason (and whether or not held on trust for LTSBCF) together with the Related Rights to such Invoices,</p> <p>"Other Invoices" means all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding</p> <p>(i) any Invoices assigned to LTSBCF pursuant to the Receivables Finance Agreement, and</p> <p>(ii) Non Vesting Invoices;</p> <p>"Permitted Security Interest" means any Security Interest specified in Schedule 4 (Permitted Security Interests) to the Debenture (as described in Schedule 3 to these continuation pages) and any lien arising by operation of law in the ordinary course of trading over property other than land,</p> <p>"Receivables Finance Agreement" means the agreement entered into between Innovative Output Solutions (Bristol) Limited and LTSBCF dated on or about the date of the Debenture, as the same may be amended, varied, renewed or replaced from time to time,</p> <p>"Securities" means all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe for any of the same) and whether marketable or not, held by the Chargor at the date of the Debenture or at any time on the future including all allotments, rights and benefits at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect thereof,</p> | |

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| | <p>"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement;</p> <p>"Secured Liabilities" has the meaning given to it in the continuation pages to Part 4 of this form;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p> <p>Construction</p> <p>In this form and its Appendices the following applies</p> <ol style="list-style-type: none"> 1 references to a "person", include individuals, firms, partnerships, corporations, unincorporated bodies and government entities; 2 references to "LTSBCF", include its assignees or transferees, 3 references to any Act of Parliament include that Act as amended, modified or re-enacted from time to time and all rules, regulations, orders and subordinate legislation made pursuant to it, any provision of the Debenture which refers to an Act which is amended, may itself be amended in such manner as LTSBCF may determine to preserve the intended effect of the Debenture, 4 references to the "Debenture" or any other document are to the Debenture or that document as from time to time amended, supplemented, restated, novated or replaced, however fundamentally; 5 references to the "Charged Assets" are to the whole or any part of such property or assets, as the context requires; and 6 the meaning of general words introduced by the word "other" or (followed by the word "including") shall not be limited by reference to any preceding (or following) word or enumeration indicating a particular class of acts, matters or things |