

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

FRIDAY



A06 ³ *A4L38KQ3*
27/11/2015 #86
COMPANIES HOUSE

1 Company details

Company number

Company name in full

→ 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

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

MR04

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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 WINDLE

Please give the address of the person delivering this statement

Building name/number CITYGATE

Street ST JAMES' BOULEVARD

Post town NEWCASTLE UPON TYNE

County/Region

Postcode N E 1 4 J E

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

Person's interest in the charge CHARGOR

C3 Signature

Please sign the form here

Signature

Signature

X  X

MRO4

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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 WINDLE

Company name GRAINGER PLC

Address CITYGATE

ST JAMES' BOULEVARD

Post town NEWCASTLE UPON TYNE

County/Region

Postcode N E 1 4 J E

Country UK

DX

Telephone

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

MR04 - continuation page
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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	<p>(ii) sums which shall from time to time become payable to it by the contractors, sub-contractors, consultants and other professionals referred to in contracts ("Contractors") or otherwise under the Contracts or any provision of them,</p> <p>(iii) its rights arising out of or in connection with any breach or default by the Contractors or any other party to the Contracts of or under any of the terms, obligations, covenants, undertakings or conditions of the Contracts whether in respect of the property at Macaulay Road, Clapham or otherwise,</p> <p>(iv) the benefit of all sums recovered in any proceeding against the Contractors</p> <p>(b) The Chargor undertook forthwith on demand at any time after the Security had become enforceable to assign to the Lender absolutely or as the Lender shall direct the Charged Property and rights and remedies available to it under it to the extent that the Charged Property shall not be fully and effectively charged to the Lender by the Deed The Chargor shall do all such things as may be necessary to effect such a charge</p> <p>3 NEGATIVE COVENANTS</p> <p>The Chargor covenants not during the currency of the Deed without the prior written consent of the Lender to</p> <p>(a) make or vary or consent to any modification or variation of the terms of the Contracts,</p> <p>(b) consent or agree to any waiver or release of any obligation of the Contractor or of any other relevant person under the Contracts,</p> <p>(c) give or agree to give any time or other indulgence to the Contractors in respect of its obligations in respect of the Contracts,</p> <p>(d) make or agree to any claim that the Contracts are in any manner frustrated, rescinded, terminated, repudiated or otherwise at an end or that the Contracts are in any way waived or discharged,</p> <p>(e) rescind, cancel or terminate the Contracts or accept any breach of it or default thereunder as repudiatory,</p> <p>(f) further assign or create any charge, mortgage or other encumbrance over the Charged Property,</p> <p>(g) take or omit to take any action the taking or omission of which would or might result in any impairment of the Charged Property</p>	



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Only use the continuation page(s) you need

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MR04 - continuation page

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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

4 FURTHER ASSURANCE

The Chargor covenanted to comply at all times with the terms (expressed or implied) of the Deed and execute, deliver and perform or procure the execution delivery and performance of all such documents as may be necessary or desirable to secure to the Lender the full benefit of the Deed or the rights powers and remedies conferred on the Lender

5 SET-OFF

(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid or any contingent obligation from the Chargor 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

(b) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

6 DELEGATION AND APPOINTMENT OF ATTORNEY'S

6 1 Delegation

(a) The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under the Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit

(b) The Lender shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates

6 2 Attorneys

(a) By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under clause 14 1 (Delegation) of the Deed separately to be the Chargor's attorney on the Chargor's behalf and in the Chargor's name

(i) to execute and do any documents, acts and things which the Chargor is required to execute and do under the Deed, the Contracts or any document relating to the Charged Property, and

(ii) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by the Deed or any documents relating to the liabilities or by law on the Lender or any Receiver

MR04 - continuation page

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A3	Description of instrument (if any)	
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Instrument description	<p>(b) The Chargor must ratify and confirm and agree to ratify and confirm anything which any of the Chargor's attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 14 2 (Attorneys) of the Deed</p> <p>SCHEDULE</p> <p>Date 12 July 2012</p> <p>Document Conditional contract for Sale, Development and Lease</p> <p>Parties (1) The Chargor (2) Network Stadium Housing Association Limited (3) Network New Build Limited</p> <p>Date TBC</p> <p>Document Put Option Deed</p> <p>Parties (1) The Chargor (2) Network Stadium Housing Association Limited</p> <p>Date 22 August 2012</p> <p>Document Building Contract</p> <p>Parties (1) The Chargor (2) Galliford Try Construction Limited</p> <p>Date 2 August 2012</p> <p>Document Parent Company Guarantee</p> <p>Parties (1) Galliford Try plc (2) The Chargor</p> <p>All and any professional appointments entered into by the Chargor in connection with the development of the Property at Macaulay Road, Clapham</p>	



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