

# MG02

## Statement of satisfaction in full or in part of mortgage or charge

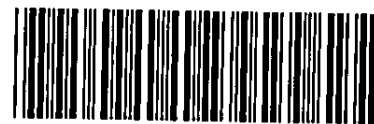
☒ **What this form is for**

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

MONDAY



SCT

\*S4JJPL8G\*  
28/06/2010  
COMPANIES HOUSE

92

### 1 Company details

Company number 0 4 9 5 5 2 1 3 ✓

Company name in full PHJW NO 32 LIMITED (THE "COMPANY") /

2 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 d 2 d 3 m 0 m 4 y 2 y 0 y 1 y 0 ✓

Description ① DEBENTURE ✓

Date of registration ② d 0 d 7 m 0 m 5 y 2 y 0 y 1 y 0 /

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'

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

Name DANCSTLE ASSOCIATES LIMITED (THE "LENDER") ✓

Address 1 DANCSTLE COURT, ARCADIA AVENUE, LONDON

Postcode N 3 2 J U

Name

Address

Postcode

Name

Address

Postcode

#### Continuation page

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

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Statement of satisfaction in full or in part of mortgage or charge

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

SEE CONTINUATION SHEET

5

Satisfaction of the debt

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

- ☒ In full  
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

*Grant Douglas, Partner*

GRANT DOUGLAS, PARTNER  
BIGGANT BAILEY LLP  
SOLICITORS TO THE CHARGE

X

This form must be signed by a person with an interest in the registration of the charge.

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



### 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  
GETD/ABG/AW/51558 13

Company name  
BIGGART BAILLIE LLP

Address  
NO 2 LOCHRIN SQUARE  
96 FOUNTAINBRIDGE

Post town  
EDINBURGH

County/Region  
EDINBURGH

Postcode  
E H 3 9 Q A

Country  
SCOTLAND

DX  
ED15

Telephone  
0131 226 5541



### 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 mortgaged or 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)

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## Statement of satisfaction in full or in part of mortgage or charge

### 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

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Statement of satisfaction in full or in part of mortgage or charge

4	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>PART A FIXED CHARGES</b></p> <p>AS SECURITY FOR THE PAYMENT TO THE CHARGEES OF THE INDEBTEDNESS THE COMPANY WITH FULL TITLE GUARANTEE HEREBY CHARGES -</p> <p>(A) BY WAY OF FIRST LEGAL MORTGAGE ALL THE PREMISES SPECIFIED IN THE SCHEDULE TO THE DEBENTURE TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE AND TENANT'S FIXTURES) AT ANY TIME THEREON,</p> <p>(B) BY WAY OF FIRST LEGAL MORTGAGE ALL OTHER PREMISES TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE AND TENANT'S FIXTURES) AT ANY TIME THEREON,</p> <p>(C) BY WAY OF FIRST FIXED CHARGE ALL OTHER INTERESTS (NOT BEING CHARGED BY CLAUSES (A) OR (B) ABOVE WHICH THE COMPANY NOW HAS OR MAY IN THE FUTURE HAVE IN ANY FREEHOLD OR LEASEHOLD PROPERTY, THE BUILDINGS AND FIXTURES (INCLUDING TRADE AND TENANT'S FIXTURES), AT ANY TIME THEREON, ALL PROCEEDS OF SALE DERIVED THEREFROM AND THE BENEFIT OF ALL COVENANTS GIVEN IN FAVOUR OF THE COMPANY OR TO WHICH THE COMPANY IS ENTITLED IN RESPECT THEREOF AND ALL LICENCES NOW OR IN THE FUTURE HELD BY THE COMPANY TO ENTER UPON OR USE LAND AND THE BENEFIT OF ALL OTHER AGREEMENTS RELATING TO LAND TO WHICH THE COMPANY IS OR MAY BECOME ENTITLED,</p> <p>(D) BY WAY OF FIRST FIXED CHARGE ALL PLANT AND MACHINERY, TOOLS, VEHICLES, FURNITURE AND OTHER TANGIBLE MOVEABLE PROPERTY WHICH THE COMPANY NOW OWNS OR IS INTERESTED IN OR IN THE FUTURE OWNS OR BECOMES INTERESTED IN,</p> <p>(E) BY WAY OF FIRST FIXED CHARGE ALL THE GOODWILL AND UNCALLED CAPITAL FOR THE TIME BEING OF THE COMPANY,</p> <p>(F) BY WAY OF FIRST FIXED CHARGE ALL STOCKS, SHARES, DEBENTURES, BONDS, NOTES, OR OTHER SECURITIES WHICH THE COMPANY NOW OWNS OR IS INTERESTED IN OR MAY IN THE FUTURE OWN OR BECOME INTERESTED IN,</p> <p>(G) BY WAY OF FIRST FIXED CHARGE ALL RIGHTS AND INTERESTS OF THE COMPANY IN AND CLAIMS UNDER ALL POLICIES OF INSURANCE EITHER NOW OR IN THE FUTURE HELD BY, OR WRITTEN IN FAVOUR OF, THE COMPANY OR IN WHICH THE COMPANY IS OTHERWISE INTERESTED,</p> <p>(H) BY WAY OF THE FIRST FIXED CHARGE ALL BOOK AND OTHER DEBTS OR RECEIVABLES OF THE COMPANY WHETHER EXISTING NOW OR IN THE FUTURE AND WHETHER PRESENTLY PAYABLE OR HEREAFTER FALLING DUE FOR PAYMENT AND ALL RIGHTS AND CLAIMS OF THE COMPANY AGAINST THIRD PARTIES AND AGAINST ANY SECURITY IN RESPECT OF SUCH DEBTS,</p> <p>(I) BY WAY OF FIRST FIXED CHARGE ALL THE COMPANY'S PRESENT AND FUTURE INTELLECTUAL PROPERTY,</p> <p>(J) BY WAY OF FIRST FIXED CHARGE ALL MONEYS FROM TIME TO TIME STANDING TO THE CREDIT OF ANY AND ALL ACCOUNTS WHICH THE COMPANY MAY FROM TIME TO TIME MAINTAIN WITH ANY BANK, FINANCIAL INSTITUTION, OR OTHER PERSON,</p> <p>(K) BY WAY OF FIRST FIXED CHARGE THE BENEFIT OF ALL LICENCES, CONSENTS, AGREEMENTS AND AUTHORISATIONS FROM TIME TO TIME HELD OR UTILISED BY THE COMPANY IN CONNECTION WITH ITS BUSINESS OR THE USE OF ANY OF THE CHARGED PROPERTY</p> <p><b>PART B FLOATING CHARGE</b></p> <p>AS FURTHER SECURITY FOR THE PAYMENT TO THE CHARGEES OF THE INDEBTEDNESS THE COMPANY AS BENEFICIAL OWNER HEREBY CHARGES IN FAVOUR OF THE CHARGEES BY WAY OF FIRST FLOATING CHARGE ALL ITS ASSETS AND UNDERTAKING WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE AND NOT EFFECTIVELY CHARGED BY WAY OF FIRST FIXED CHARGE PURSUANT TO THE PROVISIONS OF PART A ABOVE</p>	
	(Continued )	

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## Statement of satisfaction in full or in part of mortgage or charge

4

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### PART C NEGATIVE PLEDGE

(A) DURING THE CONTINUANCE OF THE DEBENTURE THE COMPANY SHALL NOT -

(I) CREATE OR PERMIT TO SUBSIST ANY ENCUMBRANCE ON OR OVER ALL OR ANY PART OF THE CHARGED PROPERTY OR AGREE TO DO SO OTHER THAN A PERMITTED ENCUMBRANCE, OR

(II) SELL, TRANSFER OR OTHERWISE DISPOSE OF THE WHOLE OR ANY PART OF THE CHARGED PROPERTY (OTHER THAN ASSETS THE SUBJECT OF THE FLOATING CHARGE IN THE ORDINARY COURSE OF BUSINESS) OR THE RIGHT TO RECEIVE OR TO BE PAID THE SAME OR AGREE TO DO SO, OR

(III) DISPOSE OF THE EQUITY OF REDEMPTION IN RESPECT OF ANY OF THE CHARGED PROPERTY

(B) THE FLOATING CHARGE CREATED BY THE DEBENTURE OVER SUCH CHARGED PROPERTY SHALL AUTOMATICALLY WITHOUT NOTICE OPERATE AS A FIXED CHARGE IF -

(I) NOTWITHSTANDING THE TERMS OF CLAUSE (A) ABOVE, THE COMPANY CREATES AN ENCUMBRANCE OVER ANY OF THE CHARGED PROPERTY OR ATTEMPTS TO DO SO WITHOUT PRIOR CONSENT IN WRITING OF THE CHARGE, OR

(II) ANY PERSON LEVIES OR ATTEMPTS TO LEVY ANY DISTRESS, ATTACHMENT, EXECUTION OR OTHER PROCESS AGAINST ALL OR ANY PART OF THE CHARGED PROPERTY

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## Statement of satisfaction in full or in part of mortgage or charge

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### PART D DEFINITIONS

IN THIS FORM MG02, THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS (UNLESS OTHERWISE INDICATED) -

"CHARGED PROPERTY" MEANS ALL THE ASSETS, PROPERTY AND UNDERTAKING OF THE COMPANY FROM TIME TO TIME CHARGED TO THE CHARGEES PURSUANT TO THE TERMS OF THE DEBENTURE AND REFERENCES TO CHARGED PROPERTY TO INCLUDE ANY PART OF IT,

"CHARGEES" MEANS DANCASTLE ASSOCIATES LIMITED,

"COMPANY" MEANS PHJW NO 32 LIMITED,

"ENCUMBRANCE" MEANS ANY MORTGAGE, CHARGE, ASSIGNMENT, PLEDGE, LIEN, RIGHT OF SET-OFF, ENCUMBRANCE OR OTHER SECURITY INTEREST (WHETHER FIXED OR FLOATING) TOGETHER WITH ANY PREFERENTIAL RIGHT, RETENTION OF TITLE OR TRUST AGREEMENT OR ARRANGEMENT WHICH HAS THE SAME COMMERCIAL OR SUBSTANTIVE EFFECT AS THE CREATION OF SECURITY,

"INDEBTEDNESS" MEANS ALL MONEY AND OTHER LIABILITIES NOW OR HEREAFTER DUE, OWING OR INCURRED TO THE CHARGEES BY THE COMPANY IN WHATSOEVER MANNER WHETHER ACTUAL OR CONTINGENT, SOLELY OR JOINTLY WITH ANY OTHER PERSON AND WHETHER AS PRINCIPAL OR SURETY TOGETHER WITH ALL INTEREST ACCRUING THEREON AND ALL COSTS, CHARGES AND EXPENSES INCURRED IN CONNECTION THEREWITH,

"INTELLECTUAL PROPERTY" MEANS ALL PATENTS AND PATENT APPLICATIONS, TRADE AND/OR SERVICE MARKS AND TRADE AND/OR SERVICE MARK APPLICATIONS (AND ALL GOODWILL ASSOCIATED WITH SUCH APPLICATIONS), ALL BRAND AND TRADE NAMES, ALL COPYRIGHTS AND RIGHTS IN THE NATURE OF COPYRIGHT, ALL REGISTERED DESIGNS AND APPLICATIONS FOR REGISTERED DESIGNS, ALL TRADE SECRETS, KNOW-HOW AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS NOW OR IN THE FUTURE OWNED BY THE COMPANY OR IN WHICH THE COMPANY SHALL HAVE AN INTEREST TOGETHER WITH THE BENEFIT OF ALL PRESENT AND FUTURE AGREEMENTS ENTERED INTO OR THE BENEFIT OF WHICH IS ENJOYED BY THE COMPANY RELATING TO THE USE, LICENSING OR EXPLOITATION OF ANY OF THE AFOREMENTIONED RIGHTS,

"PERMITTED ENCUMBRANCE" MEANS

(A) THE SECURITY CREATED BY THE DEBENTURE OR ANY SECURITY GRANTED BY THE COMPANY IN FAVOUR OF THE CHARGEES,

(B) LIENS ARISING BY OPERATION OF LAW IN THE ORDINARY COURSE OF BUSINESS AND SECURING A DEBT WHICH IS NO MORE THAN 30 DAYS OVERDUE, AND

(C) AN ENCUMBRANCE ARISING BY WAY OF RETENTION OF TITLE TO GOODS IN FAVOUR OF THE SUPPLIER OF SUCH GOODS WHERE SUCH GOODS ARE SUPPLIED SUBJECT TO THE RETENTION OF TITLE AND ARE ACQUIRED IN THE ORDINARY COURSE OF BUSINESS, AND

"PREMISES" MEANS ALL FREEHOLD AND LEASEHOLD PROPERTY FROM TIME TO TIME OWNED BY THE COMPANY OR IN WHICH THE COMPANY IS OTHERWISE INTERESTED, INCLUDING WITHOUT LIMITATION, THE PROPERTY, IF ANY, SPECIFIED IN THE SCHEDULE TO THE DEBENTURE AND "PREMISES" SHALL MEAN ANY ONE OF THEM