

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 or
charge against an LLP.
LL MR04.

WEDNESDAY



A19 *A7ECK724* #48
12/09/2018
COMPANIES HOUSE

1 Company details

Company number 0 5 0 7 3 4 0 6

Company name in full Southside & City Developments Limited

→ **Filling 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 0 2 0 4 2 0 0 7

A2 Charge number

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

Charge number* 0 0 0 6

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 (the "Debenture")

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

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

3. Plant and Machinery

The Chargor charges by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 (Land) of the Debenture.

4. Book Debts

The Chargor charges by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

5. Credit Balances

5.1 The Chargor charges by way of fixed charge all amounts standing to the credit of the Bank Accounts together with any other account in its name or to which it is beneficially entitled.

5.2 Regardless of the terms on which moneys are credited to any account in the name of the Chargor held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) no Finance Party is under any obligation to make banking or other facilities available to the Chargor, and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit.

6. Intellectual Property Rights

The Chargor charges by way of fixed charge all Intellectual Property Rights.

7. Goodwill

The Chargor charges by way of fixed charge its goodwill.

8. Uncalled Capital

The Chargor charges by way of fixed charge its uncalled capital.

9. Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset.

10. Assigned Agreements

The Chargor assigns absolutely all its rights and interests in and under:

- (a) the Assigned Agreements;
- (b) all Rental Income; and
- (c) all payments, repayments and refunds of VAT due or owing by Her Majesty's Revenue and Customs.

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Short particulars

11. Collateral Warranties

The Chargor assigns absolutely all its rights and interests under all contracts and policies of insurance.

12. Insurances

The Chargor assigns absolutely all its rights and interests under all contracts and policies of insurance.

13. Contractual Rights

The Chargor charges by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements and insurances which are effectively assigned by Clauses 3.10 (Assigned Agreements) and 3.12 (Insurances) of the Debenture respectively.

14. Other assets

14.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture and expressly including all such present and future business, undertaking and assets whatsoever situated in Scotland whether the same are effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture or otherwise.

14.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

15. Trust

15.1 Subject to Clause 3.15.2 of the Debenture, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee.

15.2 If the reason referred to in Clause 3.15.1 of the Debenture is that:

(a) a consent or waiver must be obtained; or

(b) a condition must be satisfied, then:

(i) the Chargor shall use their best endeavours to satisfy the condition; and

(ii) subject to Clause 3.15.3 of the Debenture, the Chargor shall apply for the consent or waiver,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition.

15.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

(a) use their best endeavours to obtain it as soon as possible; and

(b) keep the Security Trustee informed of the progress of the negotiations to obtain it.

15.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture and the trust referred to in Clause 3.15.1 of the Debenture shall terminate.

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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

Christakis Klerides

Please give the address of the person delivering this statement

Building name/number

Globe House 4th Floor

Street

23 Kennedy Avenue

Post town

Nicosia

County/Region

Cyprus

Postcode

1 9 7 5

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

Person's interest in
the charge

Director of the Chargor

C3**Signature**

Please sign the form here.

Signature

Signature

X 

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 **Luke Miotte**

Company name **Pinsent Masons LLP**

Address **30 Crown Place**

Post town **London**

County/Region

Postcode **E C 2 A 4 E S**

Country **United Kingdom**

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