

# MR04

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



Companies House

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Please go to [www.companieshouse.gov.uk](http://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, LLD or  
LL MR04.

WEDNESDAY



A19 \*A7ECK71S\* #47  
12/09/2018  
COMPANIES HOUSE

### 1 Company details

Company number 05073406

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 15/12/2011

### A2 Charge number

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

Charge number\* 0008

### 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 dated 15 December 2011 made between the Charging  
Company and others in favour of Bank of Scotland plc as Security  
Trustee for the Secured Parties (each term as defined in the original  
MG04 lodged at Companies House on 23 December 2011 (the  
"Debenture")

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

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**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged.

Short particulars

In this section references to Clauses and Schedule are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MR04 to the Debenture or to any other document (including any Secured Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MR04 are set out in the original MG04 lodged at Companies House on 23 December 2011.

The Continuation Pages to this section refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:

**Continuation page**

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

**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.

Charge code ①

-     -

**① Charge code**

This is the unique reference code allocated by the registrar.

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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	<p><i>Particulars of property mortgaged or charged</i></p> <p>1. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee:</p> <p>a) by way of legal mortgage its interest in the Land referred to below:</p> <p>Name of Chargor/Registered Proprietor: KDC Properties Limited Description of Property: All that freehold land known as Unit D Kimpton Road, Luton, Bedfordshire Title Number: BD191772 ✓</p> <p>Name of Chargor/Registered Proprietor: Southside &amp; City Developments Limited Description of Property: All that freehold land at Kimpton Road, Luton, Bedfordshire Title Number: BD241474 and BD251079</p> <p>b) by way of legal mortgage, all other Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry; and</p> <p>c) by way of fixed charge:</p> <p>i) all other Land which is at the Debenture Date or in the future becomes, its property, and</p> <p>ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it.</p> <p>2. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged to the Security Trustee by way of fixed charge:</p> <p>a) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them;</p> <p>b) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;</p> <p>c) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments; and</p> <p>d) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments.</p> <p>3. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgages detailed paragraph 1 above.</p>	

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

4. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee 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.

5.1 As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee by way of fixed charge all amounts at any time standing to the credit of each Disposal Proceeds Account and all of its right, title and interest in and relating to each Disposal Proceeds Account.

5.2 Save for each General Account, the Charging Company, with full title guarantee, as security for the payment or discharge of the Secured Liabilities charged to the Security Trustee by way of fixed charge all amounts at any time standing to the credit of any other account in its name or to which it is beneficially entitled.

6. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee by way of fixed charge:

- a) all Intellectual Property Rights;
- b) its goodwill;
- c) its uncalled capital; and
- d) the benefit of all Authorisations held in relation to any Security Asset.

7. As security for the payment or discharge of the Secured Liabilities the Charging Company, with full title guarantee, assigned absolutely (subject to reassignment at the end of the Security Period) all its rights and interests in and under:

- a) the Assigned Agreements;
- b) all Rental Income;
- c) all Net Disposal Proceeds payable to the Charging Company in respect of the Land referred to in paragraph 1 above; and
- d) all payments, repayments and refunds of VAT due or owing by Her Majesty's Revenue and Customs.

8. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee by way of fixed charge all its rights and interests in the Collateral Warranties.

9. As security for the payment or discharge of the Secured Liabilities the Charging Company, with full title guarantee, assigned absolutely (subject to reassignment at the end of the Security Period) all its rights and interests from time to time in respect of any sums payable to it pursuant to the Insurances.

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### Short particulars of the property or undertaking charged

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10. The Charging Company as security for the payment or discharge of the Secured Liabilities, with full title guarantee, charged by way of fixed charge all its rights under any agreement to which it is a party other than those Assigned Agreements and insurances which are effectively assigned by Clauses 3 10 (Assigned Agreements) and 3 12 (Insurances) respectively.

11. As security for the payment or discharge of the Secured Liabilities, the Charging Company, with full title guarantee, charged to the Security Trustee 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 (Creation of Security) whether the same are effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 (Creation of Security) or otherwise.

Covenants and Restrictions contained in the Debenture

1. By Clause 7.1.1 (d) (Preservation of the Security Assets), the Charging Company agreed that it shall not, save as contemplated in (i) the Secured Documents and (ii) pursuant to the Development Plan (in each case as amended from time to time), make any structural or material alteration to its freehold and leasehold property.

2. By Clause 7.1.1 (e) (Preservation of the Security Assets), the Charging Company agreed that it shall not, without the prior written consent of the Security Trustee allow any person other than itself, or a Chargor which are acceptable to the Security Trustee, to be registered under the Land Registration Act 2002 as proprietor of any Land mortgaged or charged to the Security Trustee pursuant to the Debenture or any part of it or create or permit to arise any interest which falls within either or both Schedules 1 and 3 of the Land Registration Act 2002) affecting such property and the reasonable costs incurred by the Security Trustee of lodging a caution against first registration of the title to such property or a land charge (if unregistered) or any part of it, shall be an expense properly incurred in relation to the Debenture.

3. By Clause 7.1.1 (h) (Preservation of the Security Assets), the Charging Company agreed that it shall not, without the prior written consent of the Security Trustee make an application, or consent or concede to the application by any third party, to the Land Registrar to make any entry on the register of title of any Land mortgaged or charged to the Security Trustee pursuant to the Debenture or any part thereof, as the case may be.

4. By Clause 7.2.1 (Voting and other rights) the Charging Company undertook not to exercise any voting powers or rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by the Debenture over them.

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5. By Clause 7.2.4 (Negative Covenant) the Charging Company agreed that it will not, without the prior written consent of the Security Trustee consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied.

6. By Clause 8 (Negative Pledge) the Charging Company agreed not to create nor permit to subsist any Security over any Security Asset except for Permitted Security.

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**Part C To be completed for all charges**

<b>C1</b>	<b>Satisfaction</b>	
	I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box.	
	<input checked="checked" type="checkbox"/> In full	
	<input type="checkbox"/> In part	
<b>C2</b>	<b>Details of the person delivering this statement and their interest in the charge</b>	
	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	
<b>C3</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	<div>Signature</div> <div>X  X</div>	

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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 **United Kingdom**

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](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)**