

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 re-
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland
do this, please use form MG01

WEDNESDAY



A06 14/10/2009 55
COMPANIES HOUSE

A53 08/10/2009 9
COMPANIES HOUSE

1 Company details

Company number 0 6 0 6 1 6 2 2
Company name in full Dome Opco Limited (the Chargor)

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 2 1 0 3 2 0 0 7

Description 1 Debenture (the Debenture)

Date of registration 2 0 3 0 4 2 0 0 7

- 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 The Governor and Company of the Bank of Scotland
Address (the Security Agent)
Level 7 Bishopsgate Exchange, Bishopsgate, London
Postcode E C 2 M 3 Y B

Name

Address

Postcode

Name

Address

Postcode

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

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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 attached 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.

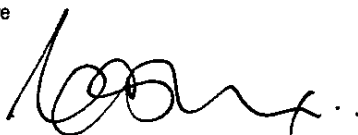
6 Signature

Please sign the form here.

Signature

Signature

X



X

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

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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 JWG.50154.4.NAA

Company name Trowers & Hamlins LLP

Address

Post town

County/Region

Postcode

E

C

3

N

4

D

X

Country

DX 774 London/City

Telephone 020 7423 8000



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 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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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>1 By way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 of the Debenture) together with all buildings and fixtures (including trade fixtures) on that property.</p> <p>2 By way of first fixed charge:</p> <p>(a) all the Subsidiary Shares and Investments (except for the shares held in Dome Structureco Limited held by the Original Borrower (as defined in the Debenture)) and all corresponding Distribution Rights;</p> <p>(b) all other interests (not charged under clause 1 above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;</p> <p>(c) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;</p> <p>(d) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;</p> <p>(e) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;</p> <p>(f) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the collection Accounts (each as defined in the Debenture)) with any bank, financial institution, or other person and all rights related to those accounts;</p> <p>(g) all its rights, title and interest in the Intellectual Property (as defined in the Debenture) (to the extent owned by the Chargor);</p> <p>(h) the benefit of all consents and agreements held by it in connection with the use of any of its assets;</p> <p>(i) its goodwill and uncalled capital; and</p> <p>(j) if not effectively assigned by clause 4 below, all its rights and interests in (and claims under) the Assigned Agreements (as defined in the Debenture).</p> <p>3 As further security for the payment of the Indebtedness, the Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 1 and 2 or assigned under clause 4, including heritable property and all other assets in Scotland and including for the avoidance of doubt, the shares in Dome Structureco Limited held by the Original Borrower (as defined in the Debenture).</p>

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4

Short particulars of all the property mortgaged or charged

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

Short particulars

4 As further continuing security for the payment of the Indebtedness, the Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements (as defined in the Debenture) provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Agreements to the Chargor (or as it shall direct).

Defined Terms

Book Debts means all book and other debts arising in the ordinary course of trading.

Distribution Rights means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise).

Investments means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares).

Subsidiary Shares means all shares owned by a Chargor in its subsidiaries including those listed schedule 2 of the Debenture.