

MR04

Statement of satisfaction in full or in part of a charge

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**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP.
LL MR04.

THURSDAY



A17 *A4LG8A2W* 03/12/2015 #2
COMPANIES HOUSE

1 Company details

Company number S C 0 0 4 6 7 6
Company name in full CENTRE HOTELS (CRANSTON) LIMITED
(the "Chargor")

→ **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 d d m m y y y y

A2 Charge number

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

Charge number* 3

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.

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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

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 ❶

S C 0 0 - 4 6 7 6 - 0 0 0 3

❶ Charge code

This is the unique reference code allocated by the registrar.

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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 CFS.IAW.JEB.L10271.1003-01

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

Country

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

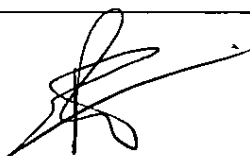
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Part C To be completed for all charges

C1	Satisfaction	
I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box.		
<input checked="" type="checkbox"/> In full		
<input type="checkbox"/> 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	CENTRE HOTELS (CRANSTON) LIMITED	
	Please give the address of the person delivering this statement	
Building name/number	Holiday Inn, 107	
Street	Queensferry Road	
Post town	Edinburgh	
County/Region		
Postcode	E H 4 3 H L	
	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

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL
DATED THIS

DAY OF DECEMBER 2015

SOLICITOR
WRANGE LAWRENCE GRAHAM & Co LLP
BIRMINGHAM

PRINT NAME

D. LEATHOR



4 DECEMBER

2015

(1) MILLER HOMES LIMITED

and

(2) HALLAM LAND MANAGEMENT LIMITED

LEGAL CHARGE FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION OFF
MOUNT PLEASANT ROAD, REPTON

DWF LLP
Bridgewater Place
Water Lane
Leeds
LS11 5DY
DX: 728240 Leeds 66
Tel: 0113 261 6000
Fax: 0870 094 0939

THIS DEED is made the

4th day of December 2015

County and District:

Derbyshire: South Derbyshire

Title Number(s):

DY495881 (part) and DY373522 (part) as at the date of this deed.

Property:

All that freehold property at Mount Pleasant Road, Repton shown edged red on the Plan and being the land transferred to the Chargor by the Chargee by the Transfer insofar as that is subject to the terms of this deed from time to time.

BETWEEN:

- (1) **MILLER HOMES LIMITED** (incorporated and registered in Scotland with company number SC255429) whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the "**Chargor**"); and
- (2) **HALLAM LAND MANAGEMENT LIMITED** (incorporated and registered in England and Wales with company number 2456711) whose registered office is at Banner Cross Hall, South Ecclesall Road, Sheffield, S11 9PD (the "**Chargee**").

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this Clause apply to this deed:

"Agreement" a sale and purchase agreement in relation to the Property dated [insert date of Agreement] 2015 made between (1) the Chargee and (2) the Chargor.

"Disposal" includes (without prejudice to the generality of the expression) any transfer conveyance or assent or the grant of a long lease at a premium of the whole or any part or parts of the Property and **"Dispose"** **"Disposed of"** **"Disposals"** and words to similar effect shall be construed accordingly.

"Final Deferred Payment" has the meaning given in the Agreement.

"First Deferred Payment" has the meaning given in the Agreement.

"Interest Rate" 4% above the base lending rate of the Bank of England as set by the Bank's Monetary Policy Committee from time to time or, should this rate cease to exist, at another rate of interest closely comparable with that decided on by the parties (acting reasonably and without undue delay).

"Outline Consent" has the meaning given in the Agreement.

"Permitted Disposal" means:

- (a) the Disposal dedication or adoption of any part of or service within the Property and/or any rights over any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, services or other infrastructure; and/or
- (b) the grant of any rights over any part of the Property to or in favour of any plot purchaser; and/or
- (c) the dedication/adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary area and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or
- (d) the Disposal or grant of a lease of any parts of the Property which is required to comply with the requirements of a section 106 agreement; and/or
- (e) the Disposal of any parts of the Property as open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructure but for the avoidance of doubt a transfer of whole and/or a lease of whole shall not be construed as a "Permitted Disposal" in this context.

"Plan" the plan attached to this deed at Appendix 1.

"Planning Permission" has the meaning given in the Agreement.

"Restriction" the restriction to be registered in accordance with Clause 6.2 of this deed against the title to the parts of the Property subject to the charge created by Clause 5 of this deed from time to time.

"Third Party Agreements" an agreement or undertaking in respect of and affecting the Property pursuant to section 106 of the Town & Country Planning Act 1990, 38 and/or section 278 of the Highways Act 1980 and/or sections 98-101 (inclusive) or section 104 of the Water Industry Act 1991 or any provision to similar intent or any agreement with a water authority or other appropriate authority as to water supply or drainage or of surface and/or foul water or any agreement with any competent authority or body relating to other services and/or service media.

"Transfer" a transfer deed of even date entered into between (1) the Chargee and (2) the Chargor.

"VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax at the rate prevailing as at the date of this deed.

"Working Day" any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in all or part of England and Wales but excluding the period from 24th December to the immediately following 2nd January (inclusive).

1.2 Gender, personality and number unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and

1.2.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.3 The clause and schedule headings do not form part of this deed and are not to be taken into account in its construction or interpretation.

1.4 The expressions the **"Chargor"** and the **"Chargee"** shall include the persons respectively deriving title under them; words importing one gender shall include all other genders; words importing the singular shall include the plural and vice versa.

2 DEFERRED PAYMENT

The Chargor entered into the Agreement with the Chargee and agreed to pay to the Chargee the First Deferred Payment and the Final Deferred Payment upon the terms and conditions contained in the Agreement.

3 PAYMENT

The Chargor hereby covenants with the Chargee to pay to the Chargee the First Deferred Payment and the Final Deferred Payment upon the terms and conditions contained in the Agreement together with any expenses the Chargee or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with taking, perfecting, protecting, enforcing or exercising any power under this deed.

4 INTEREST

In the event that the Chargor fails to pay the First Deferred Payment and/or the Final Deferred Payment in accordance with the terms and conditions contained in the Agreement the Chargee shall be entitled to charge interest at the Interest Rate for the period from the date the relevant payment became due and payable until the date of payment (both before and

after judgement) and the Chargor covenants to pay such interest to the Chargee provided that no interest will be payable pursuant to the Agreement on such sums so as to avoid double counting.

5 FIRST LEGAL CHARGE

The Chargor with full title guarantee charges the Property by way of first legal charge as a continuing security for the payment of the First Deferred Payment and the Final Deferred Payment and, if the Chargor is in default, with interest at the Interest Rate pursuant to this deed.

6 CHARGOR'S COVENANTS

6.1 The Chargor agrees not to dispose of the any part of the Property which is subject to the charge referred to at Clause 5 above from time to time save and except for a Permitted Disposal.

6.2 The Chargor hereby consents to the Chargee placing a restriction on the title to the parts of the Property subject to the charge created by clause 5 of this deed from time to time in the form of an RX1 as follows:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of a charge dated ~~being the date of this deed~~ ^{4 December 2015} in favour of Hallam Land Management Limited (Company Registration Number 2456711) whose registered address is at Banner Cross Hall, South Ecclesall Road, Sheffield, S11 9PD or their conveyancer or a certificate signed by a conveyancer that the provisions of Clause 6 of that charge do not apply."

6.3 For the purpose of the Chargor's conveyancer certifying that the Restriction does not apply to a disposal and for the avoidance of doubt, the parties hereto agree that the provision of Clause 6 of this deed do not apply to any Permitted Disposal.

7 CHARGEES' POWERS

7.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed and the statutory power of sale and all other powers conferred by section 101 of the LPA shall arise on the date of this deed and shall become exercisable by the Chargee upon 28 days written notice to the Chargor served as following the happening of any one or more of the following events:

7.1.1 if any part of the First Deferred Payment or Final Deferred Payment is not paid in accordance with the Agreement;

- 7.1.2 if the Chargor (being a company) enters into liquidation whether compulsory or voluntary (except for the amalgamation or reconstruction of a solvent company);
- 7.1.3 if the Chargor materially breaches Clauses 3, 4 and/or 6 this deed.
- 7.2 At any time after the power of sale has become exercisable the Chargee may by writing under hand appoint any person or persons to be receivers of the Property or any parts of it (whether or not any income is arising therefrom) and such receivers shall have full power to enter the Property and to sell and lease the same and without limitation such receivers shall have full power to do any act or deed whatsoever in relation to or in connection therewith which the Chargor was (or might have been) capable of doing irrespective of death insolvency or incapacity and treating the Chargor conclusively as sole legal and beneficial owner. A receiver shall have and be entitled to exercise all the powers conferred by the LPA and, whether such a receiver is an administrative receiver, all the powers conferred upon an administrative receiver by the Insolvency Act 1986.

8 RELEASES, DISCHARGES AND CONSENTS

- 8.1 The Chargee shall duly release and discharge the security created by this deed (together with Restriction) in accordance with Clause 9 of the Agreement.
- 8.2 The Chargee agrees that the Restriction is not intended to be registered against the title created for the relevant part or parts of the Property comprised in a Permitted Disposal ("Exempt Land") and without prejudice to Clause 8.3 the Chargee hereby consents to the removal of the Restriction insofar as it relates to the Exempt Land and the Chargee shall do all reasonable acts (at the Chargor's reasonable request and cost) and sign such applications duly prepared by the Chargor as may be necessary to ensure that the Restriction is not registered against the title to any Exempt Land.
- 8.3 Without prejudice to the above, in the anticipation of the completion of any Permitted Disposal the Chargee shall on 5 Working Days' written notice from the Chargor (such notice to include all necessary application forms properly and duly prepared by the Chargor) sign such documents and duly prepared Land Registry Form(s) in respect of the relevant Permitted Disposal to release of the relevant part(s) of the Property from the security constituted by this deed as are reasonably required by the Chargor and promptly supply the same to the Chargor or its solicitor.
- 8.4 The Chargee agrees that it will without unreasonable delay and as mortgagee only promptly (and in any event within 10 Working Days of being directed to do so by the Chargor) join in as a party to and consent to the conclusion by the Chargor of any Third Party Agreements which the Chargor requires in the course of the development of the Property.

8.5 If the Chargee or any receiver exercises the power of sale pursuant to this deed or otherwise disposes of any part of the Property, the Chargee and any such receiver shall grant and/or reserve for the benefit of any part of the Property all such rights as are reasonably necessary for the use and enjoyment of the Property for its intended use as envisaged by the Outline Consent and the Planning Permission.

9 NOTICES

The provision for service of documents contained in the Agreement shall be incorporated into this deed.

10 CAPACITY

The execution of and the observance of the Chargee's and the Chargor's obligations under this deed does not and will not contravene any of the provisions of their respective constitutions.

11 VALUE ADDED TAX

The VAT provisions in the Agreement are incorporated into this deed insofar as they are relevant.

12 THIRD PARTY RIGHTS

A person who is not a party to this deed shall have no rights in connection with this deed by virtue of the Contract (Rights of Third Parties) Act 1999.

13 GOVERNING LAW

This Legal Charge and any non-contractual obligation arising out of or in connection with it are governed by English law.

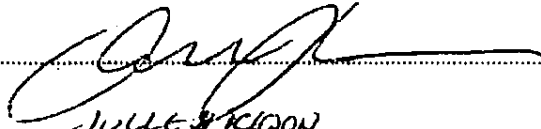
14 EXECUTED AS A DEED

This Legal Charge is a deed within the meaning of Section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 and is executed as such.

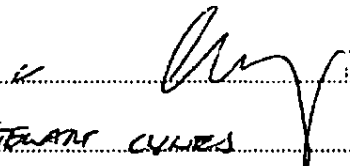
IN WITNESS this deed has been executed by the parties to it as a deed and delivered on the date which first appears in this deed.

Executed as a Deed by MILLER HOMES LIMITED acting
by two directors:

Director

1st 
Name (in block capitals) JULIE MCKINNON

Director

2nd 
Name (in block capitals) STEWART CUMES

EXECUTED as a DEED by affixing the common seal
of HALLAM LAND MANAGEMENT LIMITED in the
presence of two directors or one director and the
secretary

Director

Name (in block capitals)

Director/Secretary

Name (in block capitals)

APPENDIX 1

Charge Plan

MOUNT PLEASANT ROAD, REPTON

