

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 for
You may not use this form
to register a statement of sat
isfaction in full or in part of a mortga
ge charge against an LLP. Use
LL MR04

WEDNESDAY



A10 03/12/2014 #174
COMPANIES HOUSE

Company details

Company number 1 3 0 1 3 3 0
Company name in full VolkerHighways Crowley Limited (Company)

13

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

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

Charge creation date

Please give the date of creation of the charge

Charge creation date 1 4 0 9 2 0 0 6

Charge number

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

Charge number*

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 (Debenture) made between the Company and
National Westminster Bank Plc (Bank)

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

MR04

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank.</p> <p>1.1 By way of legal mortgage all the freehold and leasehold property, excluding any leases on property entered into in the normal course of business for terms not exceeding 11 years, now vested in or charged to the Company including any Registered Land</p> <p>1.2 By way of fixed charge all estates or interests in any freehold and leasehold property, excluding any leases on property entered into in the normal course of business for terms not exceeding 11 years, now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Debenture</p> <p>(continued on Continuation Sheet)</p>	

Part B Charges created on or after 06/04/2013

Charge code

	Please give the charge code This can be found on the certificate	1 Charge code This is the unique reference code allocated by the registrar
Charge code 1.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company, excluding fixtures and fittings attached to leasehold properties, if such property is leased to the Company in the normal course of business for a term not exceeding 11 years</p> <p>1.4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts</p> <p>1.5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business</p> <p>1.6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company</p> <p>1.7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future</p> <p>1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same</p> <p>1.9 By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8 of the Debenture) and all income and rights derived from or attaching to the same</p> <p>1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names</p> <p>1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party</p> <p>(continued on Continuation Sheet)</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Description of instrument (if any)	
Instrument description	Please give a description of the instrument (if any) by which the charge is created or evidenced

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>1 12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account of the Company's with the Bank (and if more than one then into such account or such account with another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts</p> <p>1 13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account of the Company's with the Bank (and if more than one then into such account or such account with another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time</p> <p>1 14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture</p> <p>In this form the following terms shall have the following meanings:</p> <p>Expenses all reasonable expenses (on a full indemnity basis) incurred by the Bank or any receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred</p> <p>Interest interest at the rate charged to UK by the Bank pursuant to Clause 9 4 of the RCF Agreement</p> <p>Guarantee the guarantee of even date made by the Company in favour of the Bank in connection with UK and its obligations under the RCF Agreement</p> <p>Overdraft Agreement the overdraft agreement dated 4 April 2005 (as amended on the date of the Debenture) for the provision of an overdraft facility made between UK and the Bank, together with any extension, variation, increase, or renewal or replacement of such agreement</p> <p>(continued on Continuation Sheet)</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Property the whole and any part of the undertaking property and assets of the Company charged</p> <p>RCF Agreement the revolving credit agreement of even date for the provision of a revolving credit facility made between UK and the Bank together with any extension, variation, increase, renewal or replacement of such agreement</p> <p>Registered Land Description of property N/A Land Registry Title Number N/A UK Volker Wessels UK Limited (Company number 01179305)</p> <p>Notes: (A) Unless (1) the Bank has provided its consent in the RCF Agreement or (2) the Bank has otherwise provided its written consent, the Company will not: 1) Create or permit to arise any mortgage charge or lien on the Property 1.1) Dispose of the Property charged by Clauses 1.1 to 1.13 of the Debenture inclusive 1.1.1) Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like 1.4) Dispose of the Property charged by Clause 1.14 of the Debenture other than in the ordinary course of business 1.6) Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it, to the extent that such property or part of such property is charged by Clauses 1.1 to 1.13 of the Debenture inclusive</p> <p>(B) The Company will at its own cost at the Bank's request execute any deed or document and the action required by the Bank to perfect the security or further to secure on the Property the Company's Obligations</p>	

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

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

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

ALAN ROBERT ROBERTSON

Please give the address of the person delivering this statement

Building name/number

Street

HERTFORD ROAD

Post town

HODDESDON

County/Region

HERTFORDSHIRE

Postcode

E N 1 1 9 B X

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

Person's interest in the charge

CHARGOR

Signature

Please sign the form here

Signature

Signature

X

X

MR04

Statement of satisfaction in full or in part of a 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

Company name

Kerman & Co LLP

Address

200 Strand

London

Post town

Country/Region

Postcode

W C 2 R 1 D J

Country

DX

99 London/Chancery Lane

Telephone

020 7539 7272

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