

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.

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SATURDAY



A09 *A6G37NJG* #454
30/09/2017
COMPANIES HOUSE

For more information, please visit www.companieshouse.gov.uk

1 Company details

Company number 0 4 2 9 8 2 0 9

Company name in full Parabola Land Limited (the "Borrower")

Filing 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 7 m 1 y 2 0 0 1

A2 Charge number

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

Charge number*

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 in favour of Corinthian Capital Trust ("Security Trustee") acting by its trustees Abacus Trust Company (Isle of Man)

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

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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	Dickson Minto W.S.	✓
	Please give the address of the person delivering this statement	
Building name/number	16	
Street	Charlotte Square	
Post town	Edinburgh	
County/Region	Midlothian	
Postcode	E H 2 4 D F	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Solicitors for the Borrower	✓

C3	Signature	
	Please sign the form here.	
Signature	Signature X <i>Dickson Minto W.S.</i> X Dickson Minto W.S., for and on behalf of the Borrower	✓


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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	Marliese Perks
Company name	Dickson Minto W.S
Address	16 Charlotte Square
	Edinburgh
Post town	
County/Region	Midlothian
Postcode	E H 2 4 D F
Country	United Kingdom
Dx	199
Telephone	+44 (0) 131 225 4455

 **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.

 **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.

 **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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A4

Short particulars of the property or undertaking charged

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

Short particulars

1. By way of legal mortgages:
 - 1.1 the Property; and
 - 1.2 any other freehold or leasehold property now vested in the Borrower.
2. By way of fixed charge each of the following including all rights of enforcement of the same:
 - 2.1 the Borrower's interest in any freehold or leasehold property acquired after the date of the Debenture;
 - 2.2 the Borrower's interest in the Professional Contracts, the Occupational Leases, the Licences, the Managing Agent's Agreement including in each case all capital monies or other sums including VAT (if any) payable under them and the benefit of all covenants and agreements of a personal nature and any guarantees entered into under the terms of them;
 - 2.3 the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings now or in future on the Property and/or by any other person under contract with or under a duty to the Borrower in respect of them;
 - 2.4 all future easements and other rights at any time vested in, or conferred on, the Borrower in connection with or otherwise for the benefit of the Charged Assets;
 - 2.5 (except to the extent that the Borrower is a natural person) all plant, materials, machinery, utensils, equipment, apparatus, furnishings and furniture wherever situate now or in the future used or intended to be used on or in connection with the Charged Assets and/or the Business;
 - 2.6 (except to the extent that the Borrower is a natural person) the Manuals;
 - 2.7 the Borrower's interest (whether as a beneficiary or trustee) in any Trust;
 - 2.8 the Borrower's Intellectual Property;
 - 2.9 if applicable the Borrower's uncalled capital.
 - 2.10 all the Borrower's right, title and interest in the Business including the present and future goodwill of the Business;
 - 2.11 the present and future interest of the Borrower in the Licences and all rights now or in future attaching to them and in all agreements now or in future entered into by the Borrower for the management and/or operation of the Business;

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2.12 where the Borrower is (by virtue of an estate or interest in the Property) entitled to a share or shares in any residents or management company connected with the Property all such share or shares and all rights benefits and advantages at any time arising in respect of the same and the Borrower covenanted with the Security Trustee by way of fixed equitable charge that the Borrower will (if the Security Trustee so requires) transfer such share or shares to the Security Trustee as it may direct.

3. By way of security assignment each of the following including all rights of enforcement of the same:

3.1 the Rents;

3.2 the Insurances;

3.3 the benefit of the copyright and rights in the nature of copyright vested in the Borrower from time to time in any plans, specifications and negatives prepared for or in connection with the Property and/or the Business and/or the refurbishment, maintenance, servicing, repair, renewal or other works to the Property or any plant, machinery or equipment on it and the implied licence of the Borrower in any such plans, specifications and negatives the copyright of which is not vested in the Borrower;

3.4 all Causes of Action;

3.5 (except to the extent that the Borrower is a natural person) the Debts;

3.6 the benefit of any Compensation Payment;

3.7 the Borrower's interest in any VAT recoveries in respect of the Charged Assets;

3.8 all estate interest or right whatsoever of the Borrower under the Purchase Contract and all monies payable or recoverable under it and in the Property and all buildings from the time being erected thereon and the benefit of the Purchase Contract and the right of the Borrower to the grant of and its estate and interest in any Purchase Contract Realisation and by the Debeneture the Borrower covenanted with the Lender by way of fixed equitable charge that promptly upon completion any Purchase Contract Realisation the Borrower will execute and deliver to the Lender a charge by way of legal mortgage over such part of the Property on such terms as the Lender may require; and

3.9 (to the extent they are not already assigned or charged by the other provisions of the Debeneture) all the Borrower's estate, rights, title and interest in the Property and other Charged Assets.

4. (Except to the extent that the Borrower is a natural person) by way of floating charge:

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4.1 all the assets, property and undertaking of the Borrower both present and future, including all the Borrower's goodwill and uncalled capital for the time being; and

4.2 the Movables.

NOTES

1. The Debenture provides that so long as the Liabilities are outstanding the Borrower may not and covenants that it shall not without the prior written consent of the Lender create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets save for the Permitted Security Interest and to ensure that the Charged Assets remain subject to the security created by the Finance Documents; nor

2.1 At any time after making demand under the Debenture and without the notice to the Borrower's Security Trustee, the Agent and/or the Lenders may combine or consolidate any accounts of the Borrower (or any other monies held by them to the account of the Borrower) of any nature and/or set-off or transfer any monies standing the credit of any such account in or towards satisfaction of the Liabilities.

2.2 The Security Trustee, the Agent and/or the Lenders may exercise its rights under the Debenture even where such monies have been deposited with any of them for a specific period and such a period has not expired.

3. The Debenture contains the following definitions:

"Agent" The Corinthian Capital Trust including its successors and assignees;

"Beneficiaries" the Agent, Security Trustee and the Lenders (each a "Beneficiary");

"Borrower" Parabola Land Limited including its successors in title and assignees;

"Business" the business of property development carried on by the Borrower;

"Causes of Action" all causes of action and other rights and remedies which the Borrower has or may have in relation to the Charged Assets including those against its professional and other advisers and contractors;

"Charged Assets" each and all of the Business, assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them;

"Compensation Payment" monies paid or payable in connection with the Charged Assets by way of compensation, endowment, gift, grant or otherwise;

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"Debts" all book debts and other debts due to the Borrower now or in the future including any sum due to the Borrower as a result of any order of the court under sections 238, 239 and/or 244 (or, if appropriate, sections 339, 340 and/or 343) and/or section 423 of the Insolvency Act 1986 and the Borrower's right to recover any VAT on any supplies made to it relating to the Charged Assets;

"Facility Agreement" the facility agreement made between the Borrower and Corinthian Capital Trust (as agent and security trustee and lender) and Dorian Developments Limited (as lender) dated 2 November 2001 and any agreement entered into by the Borrower from time to time identifying the respective amounts and/or respective terms of any sum or other liability forming part of the Liabilities, whether dated before or after the date of this deed and any letter, charge, guarantee, indemnity or other instrument issued or entered into pursuant or supplemental to it;

"Finance Documents" each and all of the Facility Agreement, the Security Documents and all other documents or instruments granted or created in favour or for the benefit of the Agent, the Security and/or the Lenders under the Facility Agreement and any other document so designated by the parties now or in the future;

"Insurances" all insurances from time to time taken out in respect of the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Property and the Borrower's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them;

"Intellectual Property" any existing or future rights in respect of any patent, patent application, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Lenders" each and all of the parties identified as the Lenders in the Facility Agreement being The Corinthian Capital Trust and The Dorian Development Trust including their successors and assigns;

"Licences" each and all of the grants, authorities, licences, quotas, certificates, justices and excise licences, music and dancing licences now or in future attached to the Charged Assets and/or pertaining to the conduct of the Business, or used in connection with it;

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"Managing Agent's Agreement" any agreement between the Borrower and a managing agent from time to time relating to the management of the property;

"Manuals" all manuals, operating instructions, guarantees, warranties, service or maintenance agreements or records or other agreements or undertakings relating to the plant, machinery and equipment on the Property from time to time and, where appropriate such items belonging to third parties;

"Movables" (except to the extent that in law they constitute fixtures or the stock in trade of the Borrower) all or any fittings, furnishings, decorations, materials, furniture, plant, machinery, equipment, apparatus, computers, vehicles, tools, implements, utensils and all other chattels and items used or intended to be used in connection with the Charged Assets including Manuals;

"Occupational Leases" each and all of the leases and/or agreement for lease and/or licences or other occupational interests subject to which the Borrower's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them;

"Permitted Security Interest" a second ranking legal mortgage and debenture granted by the Borrower to Peter John Millican pursuant to a facility agreement dated 2 November 2001 made between Peter John Millican and the Borrower (subject to the terms of a subordination agreement made between the Security Trustee and the Borrower and Peter John Millican).

"Professional Contracts" each and all of the contracts in which the Borrower has any benefit now or in future with architects, surveyors, quantity surveyors, mechanical and electrical consultants, structural or other engineers or other professional advisers in respect of the Property and all bonds or guarantees relating to the performance of all or any of those contracts;

"Property" the property details of which are set out the schedule below (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and all easements and rights attaching to it and in each case each and every part of it;

"Purchase Contract" the agreement for the purchase of the Property made on 2 November 2001 between Industrial Property Investment Fund (1) and the Borrower (2);

"Purchase Contract Realisation" any conveyance, transfer or lease from time to time in connection with the Purchase Contract;

"Rents" all rents or other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them;

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"Security Document" each and all of this deed, the other security documents referred to in the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Security Trustee, the Agent and/or the Lenders under the Facility Agreement and any other document so designated by the parties now or in the future;

"Security Interest" any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset;

"Security Trustee" the party so identified above acting as trustee for the Beneficiaries under the Facility Agreement including its successors and assigns;

"Trust" any trust or trust fund including any pension fund surplus; and

"VAT" value added tax or any similar or substitute tax.

SCHEDULE

Freehold land known as 82 - 96 York Way, Kings Cross, London N1 registered at H.M. Land Registry with title absolute under title number NGL233517.