

MR04

Statement of satisfaction in full or in part of a charge



Companies House

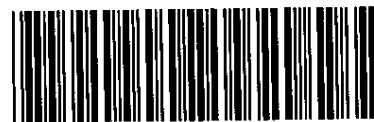
You can use the WebFiling service to file this form online.

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 satisfactio
in full or in part of a mortgage or
charge against an LLP. Use form
LL MR04.

THURSDAY



A28 *A6HVEAWZ* 26/10/2017 #81
COMPANIES HOUSE

1 Company details

Company number 07621851

Company name in full POPSHOTS STUDIOS LTD.

→ **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 25 01 2013

A2 Charge number

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

Charge number* V63135/13

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.

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

Fixed and floating charge over the undertaking and all property and assets present and future, including goodwill, book debts, uncalled capital, buildings, fixtures, fixed plant and machinery.

Full details attached.

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.

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Bibby Financial Services Ltd (as Security Trustee)									
Address	105 Duke Street									
	Liverpool									
Postcode	L	1		5	J	Q				
Name										
Address										
Postcode										

6**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

- 1 by way of first legal mortgage, all Land (as defined below) belonging to the Company at the date of the Debenture including without limitation that described in Part 1 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01).
- 2 by way of first fixed charge:-
 - (i) all Land which belongs to the Company after the date of the Debenture (except any Land mortgaged as referred to under 1 above).
 - (ii) the following (including the benefit of all contracts, licences and warranties relating to them) -
 - (a) the Company's assets (if any) specified in Part 2 of Schedule 2 to the Debenture (a copy of which Schedule is attached to this Form MG01),
 - (b) the Company's plant and machinery, tools and apparatus, at the date of the Debenture or thereafter, not charged as referred to under 2(ii)(a) above,
 - (c) the Company's computers, vehicles, office equipment and other equipment and moveable assets (other than fixtures) at the date of the Debenture or thereafter not charged as referred to under 2(ii)(a) or (b) above.

excluding any item referred to in 2(ii) above which forms part of the Company's stock in trade or work in progress,
 - (iii) all stocks, shares, bonds, coupons, certificates of deposit, warrants, negotiable instruments and other securities (and all rights, whether of a capital or income nature, derived from or relating to them) at the date of the Debenture or thereafter legally or beneficially owned by the Company or in which the Company has an interest,
 - (iv) (whether or not registered and including the benefit of all licences, applications and other rights relating to the same) all trade marks, service marks, patents, designs, utility models, trade names, copyrights, design rights, unregistered designs, confidential information, know-how, database rights and domain names legally or beneficially owned by the Company or in which the Company has an interest at the date of the Debenture or thereafter,
 - (v) all the Company's goodwill and uncalled capital at the date of the Debenture or thereafter,
 - (vi) all the Company's Non-Vesting Debts (as defined below),
 - (vii) all the Company's right, title and interest at the date of the Debenture or thereafter in and to all insurance policies in respect of the whole or any part of the Charged Assets (as defined below) and all claims under and proceeds of such insurance policies,
 - (viii) all monies at the date of the Debenture or thereafter standing to the Company's credit on any account (including interest from time to time accrued or accruing on such monies), and all rights to repayment of any of them,
 - (ix) all the Company's Other Debts (as defined below),

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 by way of first floating charge the Company's undertaking and all of the Company's property and assets at the date of the Debenture or thereafter not subject to a fixed charge or mortgage under the Debenture or any other Security Document (as defined below) and (whether or not effectively so charged) all heritable property and all other property and assets in Scotland

FLOATING CHARGE BECOMING FIXED

The general law will convert the floating charges created by the Debenture into fixed charges in certain situations. In addition to those situations such charges will become fixed in relation to particular Charged Assets without the need for any further action if -

- (A) the Company creates or attempts to create or allows to exist an Other Interest (as defined below) (except a Permitted Interest (as defined below)) over them,
- (B) distress, execution, attachment, sequestration, diligence in execution or other process is levied on or threatened in relation to them,
- (C) Bibby gives the Company notice in Writing (as defined below) converting the floating charges into fixed charges over all or any of the Charged Assets (at any time and if Bibby chooses on more than one occasion)

Once any event described in (A), (B) or (C) above occurs the Company will deal with the relevant Charged Assets in all respects as then the subject of a fixed charge

NEGATIVE COMMITMENTS

The Debenture contains restrictions which, amongst other matters, provide that in relation to the Charged Assets or any interest therein the Company will not without the prior written consent of the Appropriate Consent Provider (as defined below) (by letter sent by it to the Company) -

- (A) sell, transfer, lose possession, grant any interest or create or allow to exist any Other Interest (except a Permitted Interest) or attempt any such thing except that any asset subject to a charge created by the Debenture which is expressed to be floating in the Debenture may be sold at full market value in the ordinary course of the Company's business as carried on at the date of the Debenture before such charge becomes fixed on any such asset,
- (B) except as expressly provided for in the Debenture, release, exchange, compound, set off, grant time or indulgence,
- (C) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of Non-Vesting Debts or Other Debts except with Bibby or any of Them,
- (D) exercise any power (statutory or otherwise) of leasing, agreeing to lease or accepting surrenders of leases or otherwise grant or agree to grant any lease, tenancy, licence or right of occupation,
- (E) do (or not do) anything which may in any way reduce, put at risk or otherwise adversely affect their value or the ability to sell or otherwise dispose of them

POSITIVE COMMITMENTS

The Debenture contains obligations which, amongst other matters, provide that the Company -

- (A) will only deal with Non-Vesting Debts and their proceeds as if their ownership had been validly and effectively transferred to that one of Them which has entered into the Debt Purchase Agreement (as defined below) to which such Non-Vesting Debts relate,
- (B) in relation to all Other Debts -
 - (i) must provide Bibby with such information as it requires from time to time,
 - (ii) will collect and realise them promptly and otherwise in the ordinary course of business as Bibby's agent and must not release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with them except as set out in the Debenture or as Bibby or the Appropriate Consent Provider direct in Writing from time to time,
 - (iii) will (for all monies the Company receives relating to them) -
 - (a) immediately pay them into such account(s) as Bibby may from time to time direct and until so paid hold them on trust for Bibby, and
 - (b) once paid into such account withdraw or deal with them and such account only with the prior written consent of the Appropriate Consent Provider and as the Appropriate Consent Provider may direct.

ENFORCEMENT

The Debenture gives Bibby the power to appoint a receiver and/or an Administrator


DEFINITIONS

TERM	MEANING
"Appropriate Consent Provider"	Each of Them which, in relation to the Company (or, if the Facilities (as defined below) have been made available to another person, such other person), is - <ul style="list-style-type: none"> (i) a Debt Purchaser (as defined below), or (ii) if there is no Debt Purchaser, an Asset Funder (as defined below), or (iii) if none of Them is a Debt Purchaser or an Asset Funder, any other of Them,

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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	DAVID BURNS MACRAE	✓
Please give the address of the person delivering this statement		
Building name/number	HUNGRYHILL	✓
Street	NORTHEND	
Post town	HENLEY ON THAMES.	
County/Region		
Postcode	RG9 6LQ	
Please give the person's interest in the charge (e.g. chargor/chargee etc).		
Person's interest in the charge	CHARGE E.	✓
C3	Signature	
Please sign the form here.		
Signature	<div>Signature X  X</div>	✓