

MG02

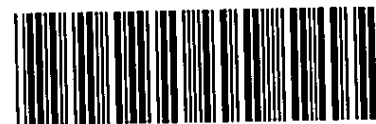
Statement of satisfaction in full or in part of mortgage or charge



✓ **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
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland.
If you do this, please use form MG01

TUESDAY



A28 *AKP3IZGJ* 22/11/2011 240
COMPANIES HOUSE

1 Company details

Company number 0 3 2 3 0 2 7 6

Company name in full Leek Finance Holdings Limited (the "Mortgagor")

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 02 07 2009 19 99 96

Description ① A mortgage over shares ("Share Mortgage") between
the Mortgagor and Union Bank of Switzerland

Date of registration ② 01 04 2009 19 99 96

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 Union Bank of Switzerland (and its successors in

Address title) (the "Security Trustee")

100 Liverpool Street, London

Postcode EC2M 2RH

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

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

By way of first fixed mortgage:

(a) the Original Securities; and

(b) all other securities and all rights, moneys (including, without limitation, dividends) and property whatsoever which may from time to time at any time be derived from, accrue on or be offered in respect of the Original Securities whether by way of a redemption, exchange, conversion, rights, bonus, capital reorganisation or otherwise howsoever,

but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "LP (MP) Act") in the mortgages and charges contained in or created pursuant to this Mortgage, are construed with the omission of:

(A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) LP (MP) Act;

and

(B) section 6(2) LP (MP) Act.

Please see continuation sheet for further Short particulars and Definitions.

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 *L. Clifford Chance LLP* X

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

MG02

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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 **Lyuba Herbert**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode

| | | | | | | |
|---|---|---|--|---|---|---|
| E | 1 | 4 | | 5 | J | J |
|---|---|---|--|---|---|---|

Country **UK**

DX

Telephone **0207 006 3040**

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,
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

MG02 - continuation page

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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>NB1. RESTRICTIONS</p> <p>The Share Mortgage contains restrictions on the Mortgagor including a covenant that it will not without the written consent of the Security Trustee:</p> <p>(a) create or permit to exist over all or part of the Security Shares (or any interest therein) any Security Interest (other than this Share Mortgage) whether ranking prior to, pari passu with or behind the security contained in this Share Mortgage,</p> <p>(b) sell, transfer or otherwise dispose of the Security Shares or any interest therein or attempt or agree to so dispose, or</p> <p>(c) permit any person other than the Mortgagor to be registered as or become the holder of the Security Shares.</p> <p>DEFINITIONS:</p> <p><i>Administration Agreement</i> means the agreement made between MAS2, MAS1, Finance, Britannia, the Security Trustee and BankCo dated 27 September 1996 in respect of the administration of, inter alia, the Mortgages;</p> <p><i>Agent</i> means Union Bank of Switzerland,</p> <p><i>Banks</i> means Union Bank of Switzerland and its successors, assignees and transferees;</p> <p><i>BankCo</i> means Mortgage Agency Services Number Three Limited of Newton House, Leek, Staffordshire ST13 5RG,</p> <p><i>Bank Mandates</i> means the mandates to National Westminster Bank plc in respect of the Collection Account (No 23478985), the Redemption Account (No.23479256) and the Sundries Account (No 23479248),</p> <p><i>Borrower</i> means, in relation to each Mortgage, the borrower or mortgagor as defined therein;</p> <p><i>Britannia</i> means Britannia Building Society,</p> <p><i>Britannia Deposit Agreement</i> means the agreement made between BankCo, Britannia, the Security Trustee, MAS1 and Finance dated 27 September 1996;</p> <p><i>Citibank</i> means Citibank International Plc, whose registered office is at 336 Strand, London WC1R 1HB,</p> <p><i>Collection Account</i> means the account of BankCo at National Westminster Bank plc, Leeds, Staffordshire account number 23478985 which is subject to the Declaration of Trust,</p> <p><i>Declaration of Trust</i> means the trust deed made between BankCo, MAS2, Finance, MAS 1 and the Security Trustee containing, amongst other things, a declaration of trust by BankCo and MAS 2 in respect of the Collection Account, the Redemption Account and the Sundries Account, the moneys standing to the credit of the Collection Account, the Redemption Account</p> |

MG02 - continuation page

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Short particulars

and the Sundries Account and BankCo's rights under the Britannia Deposit Agreement;

Deed of Charge means the deed made between Finance and the Security Trustee dated 27 September 1996;

Facility Agreement means the agreement made between Finance, the Agent, the Security Trustee and the Banks dated 27 September 1996 in respect of a loan facility for £830.8 million;

Finance means Leek Finance Number One Limited,

Finance Parties means the Agent, the Security Trustee and the Banks,

Financing Documents means the Facility Agreement, the Deed of Charge, the Subordinated Loan Agreement, the Priority Deed, the Mortgage Sale Agreement, the Administration Agreement, the Declaration of Trust, the Britannia Deposit Agreement, the Bank Mandates, any Sub-Administration Agreement, the Share Mortgage and any other agreement executed pursuant to the Facility Agreement or any of the other Financing Documents;

Loans means the advances and loans including all capitalised sums, with all interest and costs payable thereon, to be sold under the Mortgage Sale Agreement which are secured or intended to be secured by the Mortgages and *Loan* means the aggregate of all such advances made to any borrower and secured or intended to be secured by the same Mortgage;

MAS1 means Mortgage Agency Services Number One Limited;

MAS2 means Mortgage Agency Services Number Two Limited;

Mortgages means the first charges by way of legal mortgage on residential property in England and Wales or Northern Ireland (or, in the case of Properties in Scotland, the standard securities together with the relevant minutes of agreement or loan agreements) originated by Citibank or Citicorp Finance PLC, Citibank Trust Limited, Citibank Financial Trust Limited and securing the Loans, to be sold under the Mortgage Sale Agreement and *Mortgage* means any one of them,

Mortgagor means Leek Finance Holdings Limited;

Mortgage Sale Agreement means the agreement made between MAS2, Finance, Britannia and the Security Trustee dated 27 September 1996 relating to the sale of the Mortgages,

Original Securities means the securities listed in the Schedule to the Share Mortgage and which are all registered in the name of the Mortgagor,

Priority Deed means the deed made between Finance, Britannia, MAS1, MAS2, BankCo, the Mortgagor, the Agent, the Banks and the Security Trustee dated 27 September 1996,

Property means in relation to any Mortgage, the freehold or leasehold or heritable property upon which the Loans and Mortgages are secured, and *Properties* shall be construed accordingly,

MG02 - continuation page
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| Short particulars | <p>Receiver means a receiver appointed under this Deed or pursuant to statutory powers, and includes more than one such receiver and any substituted receiver,</p> <p>Redemption Account means the account at National Westminster Bank plc, account number 23479256, which is subject to the Declaration of Trust;</p> <p>Security Interest means any mortgage, charge, pledge, lien, right of set-off, assignment by way of security, retention of title or any security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising,</p> <p>Security Parties means the Finance Parties, any Receiver MAS2 and Britannia,</p> <p>Security Shares means the Original Securities and all and any other shares, securities, rights, moneys and property for the time being charged to the Security Trustee on behalf of the Secured Parties pursuant to clause 2 of the Share Mortgage.</p> <p>Security Trustee means Union Bank of Switzerland,</p> <p>Share Mortgage means the mortgage in respect of the shares in Finance dated the date of the Facility Agreement granted to the Security Trustee by the Mortgagor;</p> <p>Sub-Administration Agreement means an administration agreement made between MAS2 and a Sub-Administrator pursuant to the Administration Agreement,</p> <p>Sub-Administrator means any entity to whom MAS2 sub-delegates administration of the Mortgages in accordance with Clause 4.2 of the Administration Agreement such sub-delegate being at 27 September 1996, Citibank,</p> <p>Subordinated Loan Agreement means the subordinated loan agreement entered into by Finance and Britannia dated 27 September 1996,</p> <p>Sundries Account means the account of MAS2 at National Westminster Bank plc, account number 23479248 which is subject to the Declaration of Trust.</p> <p>N.B 1 The Share Mortgage provides that references in the Share Mortgage and the Facility Agreement are references to the same as from time to time varied supplemented or amended in any manner or respect whatsoever, and in particular by variations which increase or otherwise affect the liability of the Mortgagor.</p> <p>N B.2 The Share Mortgage provides that references to Finance, the Security Trustee, the Secured Parties or any other person include references to any person for the time being deriving title under each of them respectively.</p> | |

MG02 - continuation page

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