

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 NC**
You may not use this
register a statement o
in full or in part of a m
charge against an LLF
LL MR04

TUESDAY



LD2 12/11/2013 #54

COMPANIES HOUSE

1 Company details

Company number 04729738

Company name in full GLOBAL SWITCH ESTATES 2 LIMITED (formerly known as
GS Nominee (London 2) 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 ①

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

① Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 27/02/2014

② Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

2 Description of instrument (if any)

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

Instrument description Legal Charge between the Chargor and GS Nominee
(London 2) Limited (1) and Anglo Irish Bank
Corporation PLC (2) (the "Legal Charge")

Continuation page

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Definitions

Account means

- (a) any account of the Chargor with the Security Agent and
- (b) any other accounts of the Chargor with any other bank

"Borrower" means The Global Switch Limited Partnership a limited partnership registered under the Limited Partnerships Act 1907 (registration number LP 8822) acting through its general partner Global Switch (General Partner) Limited (company number 04729736) (the **General Partner**)

"Charged Property" means all assets mortgaged, charged or assigned by the Chargor by the Legal Charge

"Debts" means any present and future book and other debts and rights to money and income (including Rental Income) liquidated and unliquidated owing to any Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank

"Encumbrance" means any mortgage charge, assignment by way of security, pledge lien any form of distress attachment execution or other legal process or any other type of security interest or any other type of arrangement (including any title transfer and retention arrangement) having or intended to have a similar effect under the laws of any relevant jurisdiction

"Enforcement Event" means a Senior Enforcement Event or a Junior Enforcement Event

"Environmental Law" means any law or requirement code of practice circular, guidance note licence consent or permission made or given under any law concerning the protection of the environment or human health the condition of any land or of any place of work or the production storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment

"Finance Documents" means the Senior Finance Documents and the Junior Loan Agreement

"Hedge Counterparty" means the Original Hedge Counterparty and any other Senior Bank or its affiliate that has acceded to the Intercreditor Deed as a Hedge Counterparty

"Hedging Agreement" means an interest rate swap cap collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price entered into between any Chargor and a Hedge Counterparty or any other counterparty approved by the Senior Agent

"Intercreditor Deed" means an intercreditor deed dated 27 February 2004 between (among others) the Borrower the Senior Agent the Security Agent and the Secured Creditors

"Investment" means any existing and future shareholding of any Chargor in any management or similar company which shareholding is related to any such Chargor's ownership of the Properties

"Junior Creditor" means GS Finco Limited (company number 05001579)

Continuation page

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

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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

| | | | | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|---|--|--|--|
| | | | | - | | | | | - | | | |
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① Charge code

This is the unique reference code allocated by the registrar

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

☒ In full

☐ 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

Forename(s)

William

Surname

Charnley

Please give the address of the person delivering this statement

Building name/number

King & Spalding International LLP/ 125

Street

Old Broad Street

Post town

London

County/Region

Postcode

E C 2 N 1 A R

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

Person's interest in the charge

Solicitor for the Chargor

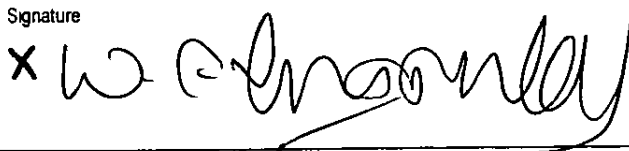
C3

Signature

Please sign the form here

Signature

Signature

X  X

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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 William Charnley

Company name King & Spalding International
LLP

Address 125 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 A R

Country UK

DX

Telephone 0207 551 7534

**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 completed the Description of instrument and Short particulars in Sections A2 and A3

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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Short particulars

Please give the short particulars of the property or undertaking charged

"Junior Enforcement Event" means, subject to the terms of the Intercreditor Deed, the Junior Creditor exercising any of its rights under clause 9 (*Events of Default*) of the Junior Loan Agreement

"Junior Guarantors" means the Guarantors (as defined in the Junior Loan Agreement)

"Junior Loan Agreement" means the term loan agreement dated 22 January 2004 between (among others) the Chargor and the Junior Creditor as amended, novated, supplemented or replaced from time to time

"Junior Obligors" means the Borrower and the Junior Guarantors

"Lease" in relation to any Property includes any underlease tenancy, letting, licence any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression "Tenant" will be construed accordingly

"LPA" means the Law of Property Act 1925

"Material Adverse Effect" has the meaning ascribed to it in the Senior Credit Agreement

"Obligors" means the Senior Obligors and the Junior Obligors

"Original Hedge Counterparty" means Anglo Irish Bank Corporation Plc

"Original Senior Banks" means the Original Banks (as defined in the Senior Credit Agreement)

"Permitted Encumbrance" has the meaning set out in the Senior Credit Agreement

"Permitted Lease" has the meaning set out in the Senior Credit Agreement

"Properties" means all that freehold property known as East India Dock House, East India Dock Road, Poplar, London E14 9YY registered at HM Land Registry with title numbers EGL371596 and EGL285938 and all that freehold property known as the land to the East side of Nutmeg Lane, East India Dock, Tower Hamlets, London registered at HM Land Registry with title number EGL385531 (each a "Property").

"Real Property" means all freehold or leasehold property from time to time forming part of the Charged Property, including the Properties

"Receivables" means Rental Income and any amount payable to or for the benefit of any Chargor under any Hedging Agreement

"Receiver" means any receiver appointed over any Charged Property whether under the Legal Charge or by order of the court on application by the Security Agent and includes a receiver and manager and an administrative receiver

"Rental Income" means without double counting all amounts now or at any time in the future payable to or for the benefit of any Chargor in connection with the occupation of the Real Property including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by the Chargors or payable pursuant to any applicable statutory provisions and all other amounts payable under any Lease,

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| Short particulars | Please give the short particulars of the property or undertaking charged |
|-------------------|--|
| | <p>(b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations</p> <p>(c) any other money payable in respect of occupation and/or use of any Real Property including any fixture for display or advertisement</p> <p>(d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by any Chargor in respect of any Real Property net of any costs, fees and expenses incurred but not reimbursed to such Chargor in connection with such claim,</p> <p>(e) any money payable under any policy of insurance in respect of loss of rent</p> <p>(f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement</p> <p>(g) any interest payable on any amount referred to above,</p> <p>(h) any VAT</p> |
| | <p>"Repetition Date" means each date on which any of the representations and warranties contained in the Senior Credit Agreement, the Junior Term Loan Agreement or the Junior Working Capital Loan Agreement are deemed repeated</p> <p>"Reservations" means the principle that equitable remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors, the time barring of claims, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of taxes may be void and defences of set-off or counterclaim and similar principles</p> <p>"Secured Creditors" means the Senior Creditors and the Junior Creditor</p> <p>"Security Agent" means Anglo Irish Bank Corporation PLC of 10 Old Jewry, London</p> <p>"Security Documents" has the meaning set out in the Intercreditor Deed</p> <p>"Senior Agent" means the Agent (as defined in the Senior Credit Agreement)</p> <p>"Senior Banks" means the Original Senior Banks and any other Bank (as defined in the Senior Credit Agreement) that has acceded to the Intercreditor Deed as a Senior Bank</p> <p>"Senior Credit Agreement" means the term loan agreement dated 22 January 2004 between (among others) the Chargor, the Senior Agent and the Senior Banks as amended, novated, supplemented or replaced from time to time</p> <p>"Senior Creditors" means the Security Agent and the Senior Finance Parties</p> <p>"Senior Enforcement Event" means the Senior Agent exercising any of its rights under clause 21.16 (<i>Acceleration</i>) of the Senior Credit Agreement</p> <p>"Senior Finance Documents" means the Finance Documents (as defined in the Senior Credit Agreement)</p> |

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Short particulars

Please give the short particulars of the property or undertaking charged

"Senior Finance Parties" means the Finance Parties (as defined in the Senior Credit Agreement)

"Senior Guarantors" means the Guarantors (as defined in the Senior Credit Agreement)

"Senior Obligor" means the Borrower and the Senior Guarantors

"VAT" means value added tax or any other tax substituted for that tax or any other tax applicable or imposed in any relevant jurisdiction in respect of the supply of goods or services turnover or value added sales

I Fixed Security

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee

- (a) charged to the Security Agent as trustee for the Secured Creditors by way of legal mortgage its interest in the Properties,
- (b) charged to the Security Agent as trustee for the Secured Creditors by way of fixed charge its interest in
 - (i) all existing and future fittings, plant, equipment, machinery, tools, furniture and other tangible movable property at the Properties,
 - (ii) any Investment
 - (iii) any money now or at any time after the date of the Legal Charge standing to the credit of each Account
 - (iv) any Hedging Agreements
 - (v) to the extent not otherwise subject to any fixed security in favour of the Security Agent as trustee for the Secured Creditors
 - (A) any present and future insurances in respect of any Charged Property and the proceeds of such insurances, and
 - (B) any sum now or at any time after the date of the Legal Charge received by any Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986
- (c) assigned to the Security Agent as trustee for the Secured Creditors its interest in and the benefit of the agreements and other documents (if any) listed in schedule 2 of the Legal Charge and the benefit of any guarantee or security for the performance of such agreements or other documents provided that if any such agreement, other document, guarantee or security is expressed to be non-assignable then any Chargor charges its interest in it to the Security Agent as trustee for the Secured Creditors by way of fixed charge, and

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|-------------------|---|--|
| | <p>(d) to the extent not otherwise subject to any fixed security in favour of the Security Agent as trustee for the Secured Creditors, assigned to the Security Agent as trustee for the Secured Creditors its interest in the Debts and the benefit of any guarantee or security for the payment of the Debts provided that if any Debt, guarantee or security is expressed to be non-assignable then the relevant Chargor charges its interest in it to the Security Agent as trustee for the Secured Creditors by way of fixed charge</p> <p>2 Negative Covenants</p> <p>Neither Chargor shall, other than as permitted under the terms of the Senior Credit Agreement</p> <p>(a) sell, transfer, lease or otherwise dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned by it under clause 2 of the Legal Charge,</p> <p>(b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property (other than Permitted Encumbrances)</p> <p>(c) fix any fittings, plant, equipment, machinery, tools furniture and other tangible movable property to any land which the freehold of which is not owned by the Chargor, or</p> <p>(d) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend</p> | |