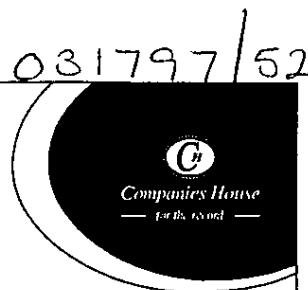


MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

THURSDAY



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03/12/2009

3

COMPANIES HOUSE

1 Company details		For official use 41 → Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company number	0 4 9 6 4 9 0 1	
Company name in full	Capita Consortium Nominees No 2 Limited	
2 Date of creation of charge		
Date of creation	d 2 d 7 m 1 m 1 y 2 y 0 y 0 y 9	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	Legal Mortgage (Third Party)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge.		
Amount secured	(a) all sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Debtor by the Bank; (b) all other indebtedness and/or liabilities whatsoever of the Debtor to the Bank present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the terms of this Legal Mortgage (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety); (c) all costs and expenses incurred by the Bank and/or any Receiver (including any Receiver's remuneration) in relation to this Legal Mortgage and/or any such advances, indebtedness and/or liabilities on a full indemnity basis; PLEASE SEE CONTINUATION SHEET	
		Continuation page Please use a continuation page if you need to enter more details.

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(d) the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank in connection with the Debtor and all commission, discount and banking charges attributable to the Debtor; and</p> <p>(e) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.</p>	

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Particulars of a mortgage or charge

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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.

Name	AIB Group (UK) plc
Address	Registered Office at 4 Queens Square, Belfast
Postcode	B T 1 3 D J
Name	
Address	
Postcode	

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

6

Short particulars of all the property mortgaged or charged

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

Short particulars

(1) The Mortgagor (and to the intent that the security created by this Legal Mortgage shall rank as a continuing security in favour of the Bank) hereby as security for payment and discharge of the Secured Obligations, as beneficial owner:

(a) as registered owner or the person entitled to become registered as owner charges in favour of the Bank so much of the lands described or referred to in the First Schedule as are registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands

(b) by way of specific charge the Goodwill; and

(c) if the Mortgagor is a company, by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor now and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of:

(i) a demand being made for payment under in respect of any of the Secured Obligations (without any necessity for such demand to refer specifically to such crystallisation); or

(ii) the date of service of any notice given by the Bank to the Mortgagor or Debtor pursuant to Clause 3(2), and

(d) the benefit of all rights and claims of the Mortgagor under or in respect of the Development Documents and all other contracts, agreements rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor;

PLEASE SEE CONTINUATION SHEETS

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	<p>THE FIRST SCHEDULE</p> <p>All that freehold/ leasehold property known as The Spires Retail Park, Moy Road, Armagh, County Armagh as the same is registered at the Land Registry of Northern Ireland under title numbers AR93699 and AR 95981 County Armagh, subject to but with the benefit of the following Leases/Licences:</p> <p>Advertising Agreement (Licence) dated 18.11.2003 Jermon Limited (1) Cantua Limited (2) 5 years from 18.11.2003 and thereafter from year to year</p> <p>Lease dated 19.11.2003 Jermon Limited (1) Argos Limited (2) 15 years from 11.7.2003</p> <p>Lease dated 21.8.2003 Jermon Limited (1) Dorsman Estates Co Limited (2) 15 years from 21.8.2003</p> <p>Lease dated 9.4.2007 Jermon Limited (1) Eveson Toys (NI) Limited (3) 10 years from 1.11.2004</p> <p>Lease dated 6.7.2009 Jermon Limited (1) Halfords (2) 15 years from 29.9.2008</p> <p>Lease dated 27.6.2008 Jermon Limited (1) Heaton's (NI) Limited (2) 15 years from 7.3.2008</p> <p>Lease dated 11.2.2007 Jermon Limited (1) Marks & Spencer Plc (2) 15 years from 21.11.2007</p> <p>Lease dated 24.5.2006 Jermon Limited (1) Poundstretcher Limited (2) 15 years from 18.4.2005</p> <p>DEFINITIONS</p> <p>"Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Bank and the Mortgagor;</p> <p>"Charged Property" means the Mortgaged Property and Goodwill;</p> <p>"Debtor" means Capita Trust Company Limited registered in England under Company Number 00239726 and having its registered office at 34, Beckenham Road, Beckenham, Kent, B23 4TY in its capacity as trustee of The Spires Unit Trust;</p> <p>"Development Documents" means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Mortgagor and any other agreement or document relating to the acquisition, construction, management, design, servicing marketing, development, operation or use of the Mortgaged Property or any part thereof;</p> <p>"Goodwill" means the goodwill and connection of any business or businesses now or at any time during the continuance of this security carried on by or for the account of the Mortgagor upon all or any part of the Mortgaged Property;</p> <p>"Mortgaged Property" means the property charged to the Bank pursuant to Clause 3(1);</p> <p>"Planning Acts" means Planning (Northern Ireland) Orders 1972 and 1991 and the Planning Reform (Northern Ireland) Order 2006;</p> <p>"Receiver" means a receiver appointed by the Bank pursuant to this Legal Mortgage;</p> <p>"Rental Income" means the gross rents licences fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of any lease of the Mortgaged Property or any agreement or lease or otherwise derived by the Debtor or Mortgagor from the Mortgaged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;</p> <p>"Specified Rate of Interest" means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time;</p> <p>"Secured Obligations" means the moneys due, owing or incurred or other liabilities of the Debtor referred to in Clause 2 and all other liabilities, the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Legal Mortgage; and</p>

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X John McKee & Son X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Avril McCammon**

Company name **John McKee & Son Solicitors**

Address **The Linenhall**

32-38 Linenhall Street

Post town **Belfast**

County/Region **Co. Antrim**

Postcode **B T 2 8 B G**

Country **Northern Ireland**

DX **DX 470 NR Belfast**

Telephone **028 9023 2303**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4964901
CHARGE NO. 41

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE (THIRD
PARTY) DATED 27 NOVEMBER 2009 AND CREATED BY CAPITA
CONSORTIUM NOMINEES NO. 2 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE DEBTOR TO AIB
GROUP (UK) PLC ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 3 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER
2009

OX, Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES