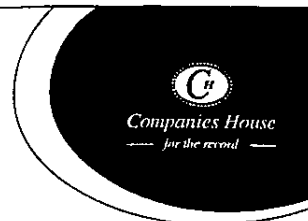


MG02

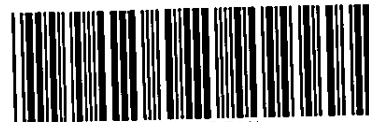
Statement of satisfaction in full or in part of mortgage or charge



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

WEDNESDAY



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23/03/2011

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COMPANIES HOUSE

1 Company details

Company number 05304029

Company name in full Peterlee Shopping Centre Limited

For official use

Filing 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 28/07/2005

Description 1 Legal Charge between the company and Lehman Brothers International
(Europe), as agent and trustee for each of the Finance Parties

Date of registration 28/07/2005

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 Lehman Brothers International (Europe)

Address Level 23, 25 Canada Square

London

Postcode E14 5LQ

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

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 *D. Attwood* X

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

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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

Schedule 1 to Form MG02
for Peterlee Shopping Centre Limited
(registered in England & Wales number 5304029)

1 Security

1.1 Mortgage

Subject to the terms of the Intercreditor Deed, under the Debenture the Company has charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

1.2 Assignment by way of Security

To the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in Clause 1.1 (*Mortgage*), the Company has, subject to the terms of the Intercreditor Deed, under the Debenture, assigned and agreed to assign absolutely with full title guarantee to the Agent (as agent and trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

- 1.2.1** any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property,
- 1.2.2** any Rental Income all sums payable and any other consideration given in money or moneys worth for the disposal of an interest in all or part of any Real Property and the right to make demand for and receive the same,
- 1.2.3** any Insurance Policies and all proceeds paid or payable thereunder,
- 1.2.4** each Lease and agreement for Lease permitted under the Facility Agreement, and
- 1.2.5** each Control Account (as defined in the Facility Agreement) and the debt or debts represented thereby

1.3 Fixed charges

Subject to the terms of the Intercreditor Deed, to the extent not validly and effectively charged by way of first legal mortgage under the Debenture as described in Clause 1.1 (*Mortgage*) or effectively assigned under the Debenture as described in Clause 1.2 (*Assignment by way of Security*), the Company has, under the Debenture, charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets,

- 1.3.1** the Real Property and all Related Rights,
- 1.3.2** each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,

- 1 3 3 book and other debts and monetary claims due or owing to the Company and any proceeds of those debts and claims and all Related Rights,
- 1 3 4 patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
- 1 3 5 plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights,
- 1.3 6 goodwill and rights and claims in relation to the uncalled share capital of the Company,
- 1.3 7 rights to recover any VAT on any supplies made to it relating to the assets charged under the Debenture and any sums so recovered,
- 1.3 8 Shares and Related Rights,
- 1 3 9 stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Company and all Related Rights, and
- 1 3 10 each of the assets which are specified in Clause 1 2 (*Assignment by way of Security*)

1.4 Floating charge

- 1 4 1 Under the Debenture, the Company has charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company
- 1 4 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge referred to in Clause 1 4 1 above

1.5 Real Property

A reference in Clause 1 (*Security*) and 1 3 (*Fixed charges*) to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights

2 Defined Terms

2.1 In this Form 395 the following terms have the following meanings

"**Facility Agreement**" means the facility agreement dated 28 January 2005 between, amongst others, the Company as the Borrower, the Arranger, the Agent, the Original Lenders (each as defined therein)

"**Finance Document**" means each of

- (a) the Facility Agreement,

- (b) the Debenture,
- (c) any Legal Charge,
- (d) each Duty of Care Agreement,
- (e) each Transfer Certificate,
- (f) the Fee Letter,
- (g) the Intercreditor Deed,
- (h) each Utilisation Request,
- (i) each Accession Letter,
- (j) each Shares Charge,
- (k) the Springing Recourse Guarantee, and
- (l) any document designated as such in accordance with the terms of the Facility Agreement

"Finance Party" means each of the Agent, the Arranger and the Lenders

"Insurance Policies" means any policy of insurance or assurance in which the Company may at any time have an interest entered into in accordance with the terms of the Facility Agreement

"Intercreditor Deed" means the intercreditor deed dated 28 January 2005 between, amongst others, the Company, the Agent, Nationwide Building Society and the Junior Finance Parties (each as defined therein)

"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Real Property and any agreement for the grant of any of the foregoing

"Legal Charge" means each legal charge entered or to be entered into by the Company in favour of the Agent and which is supplemental to the Debenture

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 to this Form

"Occupational Lease" means any Lease to which the Company's interest in the Real Property may be subject from time to time

"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property in which the Company has an interest

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

"Rental Top Up Undertaking" means a solicitors undertaking from DWF to Richards Butler dated on or about the date of the Facility Agreement

"Rental Income" means all sums paid or payable to or for the benefit of the Company arising from the letting, use or occupation of all or any part of a property, including, without limitation

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Lease,
- (e) any service charge payments,
- (f) proceeds paid for a breach of covenant or dilapidations under any Lease in relation to the Real Property and for expenses incurred in relation to any such breach,
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease,
- (h) any contribution by an occupational tenant of a Real Property to ground rent due under any Lease out of which the Company derives its interest in the Real Property,
- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition,
- (j) interest, damages or compensation in respect of any of the items in the definition,
- (k) any payments made under or pursuant to the Rental Top Up Undertaking, and
- (l) any amount which represents VAT chargeable on any sum mentioned in this definition

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Share" means any stock, share debenture or other security

"VAT" means value added tax as imposed by the Value Added Tax Act 1994 and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement

3 Additional Information

The Debenture and Facility Agreement contain

- (a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets, and
- (b) a covenant for further assurances

Schedule 2 to Form MG02
Mortgaged Property

- 1** Freehold property known as land and buildings on the north side of Bede Way Peterlee Town Centre and registered at the Land Registry with title absolute under Title Number DU121809 (part only)
- 2** Freehold property known as land and buildings on the east side of Bede Way Peterlee Town Centre and registered at the Land Registry with title absolute under Title Number DU118349
- 3** Freehold property known as land and buildings on the north west side of Broadclose Peterlee and registered at the Land Registry with title absolute under Title Number DU213547
- 4** Freehold property known as 9 Yoden Way Peterlee registered at the Land Registry with Title Number DU193446
- 5** Freehold property known as 8 Yoden Way Peterlee registered at the Land Registry with Title Number DU218173
- 6** Leasehold property known as land and buildings on the south east side of Yoden Way Peterlee and registered at the Land Registry with title absolute under Title Number DU83204
- 7** Leasehold property known as land and buildings on the north west side of St Cuthberts Road and registered at the Land Registry with title absolute under Title Number DU66857
- 8** Leasehold property known as the lower ground floor of the car park adjacent to the Asda Store, Castle Dene Shopping Centre Peterlee demised by a lease dated 28 January 2005 and made between The Peterlee Partnership (1) and the Borrower (2)