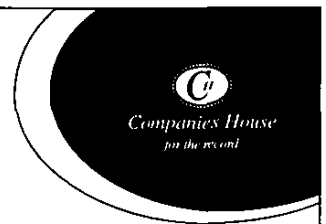


# MG02

## 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**  
You cannot use this form  
a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland  
do this, please use form

THURSDAY



A20

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01/09/2011

3

COMPANIES HOUSE

for official use

### 1 Company details

Company number 0 5 5 0 0 8 6 8

Company name in full GREENHILLS PROPERTY (BOREHAMWOOD) LIMITED

#### 3 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 1 1 0 7 2 0 0 6 ✓

Description ① Deed of Debenture (the "Deed") ✓

Date of registration ② 3 1 0 7 2 0 0 6 ✓

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 The Royal Bank of Scotland PLC (the "Security Agent") ✓

Address acting through its office at 135 Bishopsgate, London

Postcode E C 2 M 3 U R

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

#### 1 FIXED SECURITY

##### 1 1 Creation

To extent of its interest (whether joint or several, legal or beneficial) the Chargor, as continuing security for the payment and performance of all the Secured Liabilities and in the manner specified in paragraph 1 3 of this Form MG02, charged in favour of the Security Agent as security agent for the Beneficiaries

- (a) by way of first legal mortgage all the property belonging to it at the date of the Deed and specified in schedule 1 to this Form MG02 and all other interests in any freehold or leasehold property belonging to it at the date of the Deed or in the future and all other estates or interest in any freehold or leasehold property at the date of the Deed or belonging to it in the future whether or not the title is registered at the Land Registry, and

See attached continuation sheets

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  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 **Emma Harper**

Company name **Mazars LLP**

Address **45 Church Street**

Post town **Birmingham**

County/Region **West Midlands**

Postcode **B 3 2 R T**

Country **United Kingdom**

DX

Telephone **0121 232 9500**



#### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

(b) by way of a first fixed charge:

(to the extent that they are not within paragraph 2.1 (a) and (b) of the Deed (as set out 1 1(a) of this Form MG02) all estates and interests in any other freehold or leasehold property or other interests in real property at the date of the Deed or in the future belonging to it from time to time,

- (i) all of its rights and benefit under any agreement relating to the acquisition of any Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents in existence at the date of the Deed or thereafter in relation to any Mortgaged Property;
- (ii) all plant and machinery belonging to it and its interest in any plant or building, machinery in its possession and in all Fixtures (including trade and tenant's fixtures belonging to it) at the date of the Deed or in the future,
- (iii) other interests at the date of the Deed and in the future belonging to it in or over land or the proceeds of sale of land and all licences at the date of the Deed or in the future held by it to enter upon or use the land,
- (iv) the benefit of all other agreements relating to land to which it may become a party or otherwise entitled,
- (v) all claims it may have in relation to moneys (and interest) from time to time standing to the credit of any of its accounts at the date of the Deed or at any time thereafter with any financial institution or other person (including the Security Accounts) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation or held by it in relation to any of the foregoing,
- (vi) all of its benefits, claims and returns of premiums in respect of the Insurances;
- (vii) its rights under any appointment of the Managing Agent of any Mortgaged Property or the Premises,
- (viii) its goodwill and its uncalled capital,
- (ix) its book and other debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to it to the extent that the same relate to or arise in relation to any Mortgaged Property,
- (x) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub paragraph 2 of the Deed as set out in sub paragraph 1 1(b)(ix) above,
- (xi) its rights under any Hedging Agreements to which the Chargor is a party,
- (xii) any of its beneficial interest, claim or entitlement in any pension fund,
- (xiii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with any Mortgaged Property and the right to recover and receive all compensation which may be payable to it,
- (xiv) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, valuations, surveys, reports, warranties (including, without limitation, all collateral warranties relating to the construction, design or maintenance of the Mortgaged Property)

and representations given or made by any building contractors, professional advisers or any other person in relation to any Mortgaged Property, including all rights and remedies available to it against such persons,

- (xv) its rights and benefits under any patents, trade marks, copyrights, registered or other designs (including, without limitation, designs relating to any construction works on any Mortgaged Property) and any other similar intellectual property assets or rights, and
  - (xvi) each VAT refund payable by HM Revenue & Customs to the Chargor (together with all rights to claim such VAT refund and the proceeds of any judgment awarded in favour of the Chargor in relation to such VAT refund);
- (c) mortgaged and charged and agreed to mortgage and charge to the Security Agent (as security agent for the Beneficiaries) the Charged Shares and all other shares at the date of the Deed or in the future held by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge, and
  - (d) mortgaged and charged and agreed to mortgage and charge to the Security Agent (as security agent for the Beneficiaries) all the Related Rights accruing to all or any of the Charged Shares held at the date of the Deed or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

## 1.2 Assignment

The Chargor, in the manner specified in clause 2.3 of the Deed (as set out in paragraph 1.3 of this Form MG02), assigned to the Security Agent (as security agent for the Beneficiaries) by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to

- (a) its interests in the Rental Income,
- (b) all its right, title and interest in and to all payments made under all Insurances in respect of the Mortgaged Property,
- (c) all rights and claims to which it is at the date of the Deed or may in the future become entitled in relation to the Real Property including, without limitation, all rights and claims it may have from time to time against persons who at the date of the Deed were, are now, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons,
- (d) all rights under any agreement or arrangement (including any Hedging Agreement) it may enter into at the date of the Deed or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement,
- (e) all of its rights, title and interest at the date of the Deed or thereafter in and to the Transaction Documents (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted and in respect of which the Chargor shall use best endeavours to obtain such consents or waivers) and all sums which shall from time to time become payable to it by any party under such documents or any provisions thereof and all its rights arising out of or in connection with any breach or default by any party such documents of or under any of the terms, obligations, covenants, undertakings or condition of those documents,

- (f) to the extent the same are capable of assignment and are not otherwise charged or assigned by the foregoing provisions of Clause 2.2 of the Deed (as set out in paragraph 1.2 of this Form MG02
- (i) the benefit of all rights and claims to which it is at the date of the Deed or may in the future become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons, and
- (ii) of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers at the date of the Deed or at any time engaged by it in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items at the date of the Deed or from time to time in or on the buildings erected or to be erected on the Charged Property and any other person, firm or company at the date of the Deed or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons

**1.3 Title Guarantee**

- (a) Every disposition effected by the Deed is made with full title guarantee
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

**2 Floating Charge**

**2.1 Creation**

The Chargor as security for the payment of the Secured Liabilities and in the manner specified in clause 2.3 of the Deed (as set out in paragraph 1.3 of this Form MG02) charged in favour of the Security Agent (as security agent for the Beneficiaries) by way of a floating charge:

- (a) its undertaking and all other property, assets and rights of the Chargor both at the date of the Deed and in the future not otherwise effectively mortgaged or charged by way of fixed legal mortgage, fixed charge or assignment by way of Security by clause 2 of the Deed (as set out in paragraph 1 of this Form MG02 or by any Supplemental Legal Charge, and
- (b) all the Chargor's assets located in Scotland or otherwise governed by Scots law

**3 Covenant to pay**

The Chargor shall pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed between the Chargor and the Security Agent from time to time

**4 Priority**

The Security created by the Deed:

- (a) is created in favour of the Security Agent as agent for the Beneficiaries;
- (b) ranks as first charges, mortgages and assignments, and
- (c) is given with full title guarantee.

## 5 Continuing Security

The Security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

### Schedule Mortgaged Properties

No	Property Description	Title Number/s	Freehold/ Leasehold	Chargor
	Phase 600/700 Centennial Park, Elstree, WD6 2SY	HD451053	Leasehold	Greenhills Property (Borehamwood) Limited

## 6 DEFINITIONS

In this Form MG02

**Beneficiary** means each Finance Party and each hedging counterparty under any Hedging Agreement

**Borrower** means Greenhill Real Estate Finance Limited, incorporated in Jersey with Registered No. 92301 and whose registered office is at Whiteley Chambers, Don Street, St Helier, Jersey, JE4 9WG

**Charged Property** means the undertaking, property, rights and assets of the Chargor charged and/or assigned by this Deed and includes any part thereof and any interest therein

**Charged Shares** means all shares (if any) specified in schedule 6 of the Deed (being none at the date of the Deed) together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Deed or at any time thereafter owned by the Chargor from time to time

**Event of Default** means any one of those events or circumstances specified in clause 14 of the Facility Agreement

**Facility Agreement** means the facility agreement dated 27 February 2006 between

Greenhill Real Estate Finance Limited as a borrower, the subsidiaries listed in part 2 of schedule 1 of the facility agreement as original guarantors, the financial institutions listed in part 1 of schedule 1 of the facility agreement as original lenders and The Royal Bank of Scotland plc as facility agent, arranger and security agent (as amended and/or restated on 11 April 2006, on or about the date hereof and from time to time)

**Finance Documents** has the meaning ascribed to it in the Facility Agreement

**Finance Party** means the Royal Bank of Scotland plc acting as each of the Facility Agent, the Security Agent and the Arranger under the Facility Agreement, or a Lender

**Fixtures** means all fixtures and fittings (including those of trade) and fixed plant and machinery on a Mortgaged Property

**Hedging Agreement** means any interest rate or currency or other hedging agreement entered or to be entered into by the Borrower and any hedging counterparty in connection with the Finance Documents

**Insurances** means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

**Lender means:**

- (a) any Original Lender (as defined in the Facility Agreement), and
- (b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with clause 18 (Changes to the Beneficiaries) of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement and includes its successor in title, permitted assigns and transferees in accordance with the terms of the Facility Agreement

**Managing Agent** means MJ Mapp or the Borrower or such other managing agent of the Properties (as defined in the Facility Agreement) as may be appointed in accordance with clause 13 15 (Managing Agents) of the Facility Agreement

**Mortgaged Property** means each of the properties set out in the schedule to this form 395 and each other freehold, heritable and leasehold property (if any) (including the Premises) or other real property interest the subject of the security created by the Deed, and Supplemental Legal Charge (as defined in the Facility Agreement), any Standard Security (as defined in the Facility Agreement), and Scottish Floating Charge (as defined in the Facility Agreement), any Bond (as defined in the Facility Agreement) or any Assignment of Rent (as defined in the Facility Agreement) (and **Mortgaged Properties** shall be construed accordingly)

**Obligor** means the Borrower or any Original Guarantor or an Additional Guarantor (each as defined in the Facility Agreement) (unless it has ceased to be a Guarantor in accordance with clause 19 3 of the Facility Agreement) (and Obligors shall be construed accordingly)

**Overdraft Documents** means such documentation as designated as such by the Facility Agent under the Facility Agreement and the Borrower setting out the terms of an overdraft facility of £3,000,000 to the Borrower by the Original Lender (as defined in the Facility Agreement)

**Premises** means any building or other edifice on a Mortgaged Property (but for the avoidance of doubt excluding any chattels) or other Security Asset

**Real Property** shall mean the Charged Property from time to time charged by the Chargor pursuant to clauses 2 and 3 (Fixed Security and Floating Charges) of the Deed



**Related Rights** means, in relation to the Charged Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Charged Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Charged Shares or in substitution or exchange for any of the Charged Shares

**Rental Income** has the meaning ascribed to it in the Facility Agreement

**Scottish Property** means any heritable or leasehold property located in Scotland

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

**Security Accounts** means each of the Rent Account, the Interest Reserve Account, the Distributions Account, the General Account, the Deposit Account, and each Additional Account opened under the Facility Agreement from time to time (each as defined in the Facility Agreement)

**Security Assets** means all assets of the Chargor the subject of any Security created by the Deed (and includes the Mortgaged Properties)

**Security Documents** means each Initial Security Document and any Additional Security Document (each as defined in the Facility Agreement)

**Security Shares** means the Charged Shares and the Related Rights

**Transaction Documents** means the Initial Finance Documents, any Additional Finance Documents (each as defined in the Facility Agreement) and each Hedging Agreement

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 or any other Tax of a similar nature as defined in the Facility Agreement