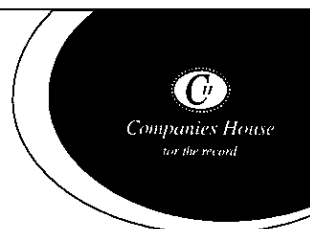


MG02

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 satisfacti
or in part of a fixed char
company registered in S
do this, please use form

FRIDAY



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A27

30/09/2011

113

COMPANIES HOUSE

1 Company details

Company number 0 5 5 0 0 8 6 8

Company name in full GREENHILLS PROPERTY (BOREHAMWOOD) LIMITED

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 2 4 7 8 2 0 0 5

Description ① Debenture containing fixed and floating charges (the "Debenture")

Date of registration ② 4 0 7 9 2 0 0 5

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 Governor and Company of the Bank of Scotland (in its capacity

Address as the Security agent for the beneficiaries, as defined in the attached
schedule) 10 Rue Cimara 75116 Paris

Postcode

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

Please see Part 111 of the attached Schedule

Part IV of the attached Schedule refers to covenants by, and restrictions on the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges

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 *B. Mullister* X
ASSOCIATE DIRECTOR, BANK OF SCOTLAND Plc



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 |
| <input type="checkbox"/> The company name and number match the information held on the public Register |
| <input type="checkbox"/> You have completed the charge details in Section 2 |
| <input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders |
| <input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged |
| <input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part |
| <input type="checkbox"/> 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 TO Form MG02
FOR ' Greenhills Property (Borehamwood) Limited

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. In this Form MG02 the following expressions shall have the following meanings respectively set out below

"Account Bank" means The Governor and Company of the Bank of Scotland or such other bank as the Security Agent may from time to time specify.

"Agent" means The Governor and Company of the Bank of Scotland.

"Arranger" means The Governor and Company of the Bank of Scotland

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Master Party, each Secured Party (under and as defined in each Local Facility Agreement) and each Hedge Counterparty.

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*).

"Debenture Date" means 24 October 2005.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*).

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) but, in relation to Assets situated in Scotland and charged by clause 3.3(b) (*Creation of Floating Charge*) only in so far as concerns the floating charge over that Asset.

"Group" means the Parent and each of its Subsidiaries for the time being.

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreements.

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time.

"Intellectual Property" in relation to the Charging Company, means all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright,

database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intercreditor Agreements" means each intercreditor agreement entered into by the Parent, certain members of the Group and the Investors in accordance with the terms of the Local Facility Agreements, substantially in the form set out in Appendix E of the Master Agreement, as amended in accordance with the advice received by the Agent from its counsel in the jurisdiction of the parties thereto and which will incorporate, directly or by reference, the terms set out in Appendix F of the Master Agreement as amended in accordance with advice received from such counsel (each term as defined in the Master Agreement if not otherwise defined in this Schedule)

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Local Facility Agreement" means any Local Senior Facility Agreement and any Local Mezzanine Facility Agreement

"Local Finance Document" means each Finance Document as such term is defined in any Local Senior Facility Agreement or Local Mezzanine Facility Agreement.

"Local Mezzanine Facility Agreement" means a facility agreement substantially in the form set out in Appendix C of the Master Agreement, as amended in accordance with advice received by the Agent from its counsel in the jurisdiction of the proposed borrower under that facility agreement, and which will incorporate, directly or by reference, the terms set out in Appendix D of the Master Agreement as amended in accordance with advice received from such counsel.

"Local Senior Facility Agreement" means a facility agreement substantially in the form set out in Appendix A of the Master Agreement, as amended in accordance with advice received by the Agent from its counsel in the jurisdiction of the proposed borrower under that facility agreement, and which will incorporate, directly or by reference, the terms set out in Appendix B of the Master Agreement as amended in accordance with advice received from such counsel.

"Master Agreement" means the master agreement dated 21 October 2005 between Scarborough Continental Partners Limited (as the Parent), the companies listed as Original Guarantors, The Governor and Company of the Bank of Scotland (as Arranger, Agent and Security Agent) and the financial institutions listed in Part 2 of Schedule 1 of the Master Agreement (as Original Commitment Providers) (each term as defined in the Master Agreement if not otherwise defined in this Schedule).

"Master Document" means the Master Agreement, any Compliance Certificate, any Fee Letter, the Intercreditor Agreements, any Master Security Document, any Funding Request and any other document designated as a "Master Document" by the Agent and

the Parent (each term as defined in the Master Agreement if not otherwise defined in this Schedule)

"Master Party" means the Agent, the Arranger, the Security Agent or a Commitment Provider (each term as defined in the Master Agreement if not otherwise defined in this Schedule)

"Master Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Master Security Documents.

"Master Security Documents" means each of the documents listed as being a Master Security Document in Part 2 of Schedule 2 (*Conditions Precedent*) of the Master Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Master Documents

"Obligor" means a Guarantor or Chargor (as each term is defined in the Master Agreement).

"Parent" means Scarborough Continental Partners Limited a limited liability company incorporated in Scotland with registered number SC286340

"Permitted Security" shall have the same meaning as given to that term in the Master Agreement.

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*).

"Receiver" means a receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver and manager.

"Secured Parties" means each Master Party from time to time party to the Master Agreement, and any Receiver or Delegate

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) owed to all or any of the Beneficiaries under each or any of the Master Documents or each or any of the Local Finance Documents, in each case together with all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Master Document or Local Finance Document or the obligations and liabilities imposed under such documents.

"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.

"Security Agent" means The Governor and Company of the Bank of Scotland acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Master Documents or the Local Finance Documents.

"Structural Intra-Group Loans" means the loans made by one member of the Group to another member of the Group specified in the Structure Memorandum or as approved by the Agent from time to time.

"Structure Memorandum" means the structure paper entitled "Tax Structure Note" and dated 27 September 2005 describing the Group and the proposed structure and prepared

by Ashurst in the agreed form and addressed to, and/or capable of being relied upon by, the Arranger and the other Secured Parties

"Subsidiary" shall have the same meaning as given to that term in the Master Agreement

Part II

By Clause 2 1 (*Covenant to Pay*), the Charging Company (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Master Document or Local Finance Document.

Part III

Particulars of property mortgaged or charged

- 1 By Clause 3 1 (*Assignments*), the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
 - (b) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans
- 2 By Clause 3.2 (*Fixed Security*), the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent
 - (a) by way of legal mortgage, all Land in England and Wales at the Debenture Date vested in it and not registered at the Land Registry;
 - (b) by way of fixed charge
 - (i) all other Land which is at the Debenture Date, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 (*Fixed Security*),
 - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Investments which are at the Debenture Date, or in the future become, its property,
 - (vi) all Derivative Rights at the Debenture Date or in the future accruing in respect of its Investments;
 - (vii) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and

interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,

- (viii) all its goodwill and uncalled capital for the time being,
- (ix) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (x) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xi) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xii) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xiii) all its rights and causes of action in respect of infringement(s) (past, at the Debenture Date or future) of the rights referred to in sub-paragraphs (c)(ix) to (xii) inclusive of Clause 3.2,
- (xiv) all trade debts at the Debenture Date or in the future owing to it,
- (xv) all debts owing to it from time to time by another member of the Group;
- (xvi) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xvii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
- (xviii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xix) any beneficial interest, claim or entitlement it has in any pension fund at the Debenture Date or in the future;
- (xx) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, and
- (xxi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3. By Clause 3.3 (*Creation of floating charge*), the Charging Company, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *par passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) (as set out in Part IV of this Schedule) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as expressly permitted by the Master Agreement or any Local Finance Document to which it is party.

Part IV

Covenants and Restrictions

1. COLLECTION OF RECEIVABLES

- 1.1 By Clause 6.1 (*Collection Account*), subject to the requirements of any Local Finance Documents, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
- 1.2 By Clause 6.3 (*No derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.

2. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- 2.1 By Clause 7 (*Negative pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 2.2 By Clause 11.2 (*Negative covenants*), the Charging Company agreed that it would not, without the prior written consent of the Security Agent or as expressly permitted by the Master Agreement or any Local Finance Document to which it is party:
 - (a) **No leasing:** exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so,
 - (b) **No lease extensions:** extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to

its Land to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture, and

- (c) **No sharing:** share the occupation of any Land with any other person or agree to do so