

# 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](http://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 NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04

WEDNESDAY



A32 \*A42015L6\* #66  
25/02/2015

### 1 Company details

Company number 0 6 9 0 5 5 8 1

Company name in full Long Harbour Limited

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

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

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 3 1 1 2 0 1 2

### A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number\* 2

### A3 Description of instrument (if any)

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

Instrument description A security agreement dated 23 November 2013 between  
the Chargor and HSBC Corporate Trustee Company (UK)  
Limited

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

MR04

Statement of satisfaction in full or in part of a charge

A4

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see the continuation page

**Continuation page**

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

**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

-     -

**① Charge code**

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

## 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

Name

Berwin Leighton Paisner LLP

Please give the address of the person delivering this statement

Building name/number

Adelaide House

Street

Lower Thames Street

Post town

London Bridge

County/Region

London

Postcode

E C 4 R 9 H A

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

Person's interest in the charge

Solicitor on behalf of the chargee

C3

### Signature

Please sign the form here

Signature

Signature

X Berwin Leighton Paisner LLP X

MR04

Statement of satisfaction in full or in part of a 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 Tom Bacon

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000

**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

**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 given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- 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

**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)

# MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

## Description of instrument (if any)

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

Instrument description

1.1 General  
(a) All the security created under the Deed  
(i) is created in favour of the Security Agent,  
(ii) is created over present and future assets of the Chargor,  
(iii) is security for the payment and satisfaction of all the Secured Liabilities, and  
(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.  
(b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Shares  
The Chargor charges by way of a first fixed charge  
(a) all the Shares owned by it or held by any nominee on its behalf, and  
(b) all Related Rights, which the Chargor is entitled to exercise unless and until an Event of Default is outstanding

2 RESTRICTIONS ON DEALINGS  
The Chargor must not  
(a) create or allow to subsist any Security Interest (other than as created under the Deed) on any Security Asset, or  
(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset

3. FURTHER ASSURANCES  
The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:  
(a) creating, perfecting or protecting any security intended to be created by the Deed, or  
(b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset  
This includes  
(i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or  
(ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Agent may think expedient

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)
Instrument description	<p data-bbox="316 344 1066 405">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="316 434 1145 1711"> <b>4 DEFINITIONS</b>  <b>Additional Hedge Counterparty</b> means a bank or financial institution which becomes a Hedge Counterparty after the date of the Credit Agreement in accordance with Subclause 32.8 (Additional Counterparties) of the Credit Agreement  <b>Administrative Party</b> means the Arranger, the Security Agent or the Facility Agent  <b>AIC</b> means Atlantic Regeneration Property 1 Limited Partnership (registered under the Limited Partnership Act 1907 with registered number LP 14868) acting by its general partner Atlantic Regeneration Property 1 General Partner Limited (registered under 07907466)  <b>Arranger</b> means HSBC Bank plc  <b>Commitment</b> means            (a) for the Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the Credit Agreement under the heading Commitments and the amount of any other Commitment it acquires, and            (b) for any other Lender, the amount of any Commitment it acquires, to the extent not cancelled, transferred or reduced under the Credit Agreement.  <b>Credit Agreement</b> means the £55,000,000 credit agreement dated 23 November 2012 between, amongst others, the Chargor and the Facility Agent  <b>Duty of Care Agreement</b> means a duty of care agreement entered into or to be entered into by an Operator or Property Manager, an Obligor and the Security Agent  <b>Event of Default</b> means an event or circumstance specified as such in Clause 23 (Default) of the Credit Agreement  <b>Facility Agent</b> means HSBC Bank plc  <b>Fee Letter</b> means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and AIC setting out the amount of certain fees referred to in the Credit Agreement         </p>

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A3

### Description of instrument (if any)

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

Instrument description

**Finance Document** means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) the Hedging Strategy Letter,
- (d) a Hedging Agreement,
- (e) a Subordination Agreement,
- (f) a Duty of Care Agreement,
- (g) a Fee Letter,
- (h) a Transfer Certificate,
- (i) a Hedge Counterparty Accession Agreement, or
- (j) any other document designated as such by the Facility Agent and AIC

**Finance Party** means a Lender, a Hedge Counterparty or an Administrative Party

**General Partner** means Atlantic Regeneration Property 1 General Partner Limited, registered in England and Wales, registered number 07907466

**Guarantor** means Atlantic Regeneration Property 1 General Partner Limited, Atlantic Regeneration 1 Nominee 1 Limited, Atlantic Regeneration 1 Nominee 2 Limited or Atlantic Regeneration 1 Security Agent Limited

**Hedge Counterparty** means the Original Hedge Counterparty or an Additional Hedge Counterparty

**Hedge Counterparty Accession Agreement** means a letter, substantially in the form of Part 2 of Schedule 5 (Form of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Hedging Agreement** means any master agreement, confirmation, transaction schedule or other agreement in agreed form entered into or to be entered into by AIC in accordance with the Hedging Strategy Letter for the purpose of hedging interest payable under the Credit Agreement

**Hedging Strategy Letter** means the letter dated on or about the date of the Credit Agreement, between AIC, the Facility Agent and the Original Hedge Counterparty

**Hutchison Whampoa** means Hutchison Whampoa Limited, registered in Hong Kong, registered number 54532

**HW Subordination Agreement** means the subordination agreement dated on or about the date of the Credit Agreement between (among others) Hutchison Whampoa and the Security Agent

# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A3

### Description of instrument (if any)

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

Instrument description

**Lender** means

- (a) the Original Lender, or
- (b) any person which becomes a Party in accordance with Clause 32 2 (Assignments and transfers by Lenders) of the Credit Agreement

**Limited Partner** means Atlantic Regeneration 1 Unit Trust established under a trust instrument dated 10 February 2012 entered into by the Trustee as trustee

**Loan** means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing

**Majority Lenders** means, at any time, Lenders

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate 66% per cent or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders,
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 66% per cent or more of the Total Commitments, or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 66% per cent or more of the Total Commitments immediately before the reduction

**Obligor** means AIC or a Guarantor

**Operator** means Aztec Financial Services (UK) Limited (company number 5702040) or any other operator of AIC appointed by the General Partner with the prior consent of the Majority Lenders (acting reasonably)

**Original Hedge Counterparty** means HSBC Bank plc

**Original Lender** means the financial institutions listed in Schedule 1 (Original Lenders) of the Credit Agreement

**Party** means a party to the Credit Agreement

**Property Manager** means the Chargor

**Receiver** means a receiver and manager or a receiver, in each case, appointed under the Deed

**Related Rights** means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise



# MR04 - continuation page

## Statement of satisfaction in full or in part of a charge

A4

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**Security Agreement** means a security agreement in favour of the Security Agent in the form of Schedule 7 (Form of Security Agreement) of the Credit Agreement with such amendments as the Security Agent may approve or reasonably require

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed

**Security Document** means

- (a) a Security Agreement,
- (b) the Deed,
- (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or
- (d) any other document designated as such by the Security Agent and AIC

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Shares** means all of the shares in the share capital of the General Partner

**Subordination Agreement** means

- (a) the HW Subordination Agreement,
- (b) the Trustee Subordination Agreement, or
- (c) a subordination agreement, substantially in the form of Schedule 9 (Form of Subordination Agreement) of the Credit Agreement with such amendments as the Security Agent may approve or reasonably require

**Total Commitments** means the aggregate of the Commitments of all the Lenders

**Transfer Certificate** means a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession Documents) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and AIC

**Trustee** means Aztec (Trustees No 1) Limited, registered in Jersey, registered number 95948

**Trustee Subordination Agreement** means the subordination agreement dated on or about the date of the Credit Agreement between (among others) the Trustee (acting as trustee of the Limited Partner) and the Security Agent