

# 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 NO**  
You cannot use this form  
a statement of satisfact  
or in part of a fixed cha  
company registered in  
do this please use form

THURSDAY



JXMAQNNC  
JNI 23/09/2010 227  
COMPANIES HOUSE

### 1 Company details

Company number N 1 0 2 9 9 1 0  
Company name in full GREATER SHANKILL PARTNERSHIP ( THE COMPANY )

For official use  
4

→ 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 0 2 0 3 2 0 0 7

Description ① MORTGAGE DEBENTURE

Date of registration ② 0 5 0 3 2 0 0 7

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 ULSTER BANK LIMITED

Address 11 16 DONEGALL SQUARE EAST  
BELFAST

Postcode B T 1 5 U B

Name

Address

Postcode

Name

Address

Postcode

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

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**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 continuation sheets 2 3 4 5 and 6 attached

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

Sg

X

Gary Benn

X

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

## CONTINUATION SHEET 2

- 1 (1) The Company (to the intent that the security hereby created shall rank as a continuing security in favour of the Bank) as security for the payment and discharge of the Secured Obligations as beneficial owner hereby
- (a) demises and assigns unto the Bank so much of the hereditaments and premises described or referred to in the First Schedule as are unregistered land being ALL THAT AND THOSE the lands and premises situate at and known as The Alessie Centre 60 80 Shankill Road Belfast as comprised in Deed of Conveyance dated 12<sup>th</sup> February 1998 and made between John William Kelly Junior (1) John William Kelly Senior (2) and Greater Shankill Partnership (3) and therein described as All and singular that piece or parcel of land situate between Shankill Road and Dover Place Belfast in the Parish of Shankill Barony of Upper Belfast and County of the City or County Borough of Belfast and known as Nos 60 80 (even numbers only) Shankill Road Belfast and shown edged red on the plan hereto annexed and having the respective boundaries and measurements shown on said plan together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon **TO HOLD** as to so much thereof as are freehold unto the Bank for the term of ten thousand years from the date hereof without impeachment of waste and as to so much thereof as are leasehold unto the Bank for the residue or residues of the term or respective terms of years for which the same are held less the last three days of such term or of each of such terms without impeachment of waste and
- (ii) 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 all of which said hereditaments premises and lands hereby demised and/or charged are hereinafter referred to as the Legally Mortgaged Property
- (b) by way of fixed equitable charge charges to the Bank all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together the Equitably Charged Property ) and/or the proceeds of sale of the Equitably Charged Property
- (c) (i) by way of fixed charge charges to the Bank all book debts and other debts now and from time to time due or owing to the Company including for the avoidance of doubt under interest rate risk hedging arrangements ( the Book and Other Debts ) and all moneys which the Company receives in respect thereof

CONTINUATION SHEET 3

- (ii) by way of fixed charge charges to the Bank all balances standing to the credit of any current deposit or other account of the Company with the Bank (including inter alia any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers financial institutions or similar third parties ( 'the Credit Balances ' )
- (d) charges by way of assignment to the Bank the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Legally Mortgaged Property or the Equitably Charged Property including but not limited to all rights and claims of the Company against all persons who now are or have been or may become lessees sub-lessees licensees or occupiers of the Legally Mortgaged Property or the Equitably Charged Property and all guarantors and sureties for the obligations of such persons
- (e) charges by way of assignment to the Bank
  - (i) the benefit of all guarantees indemnities warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to the Legally Mortgaged Property or the Equitably Charged Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Legally Mortgaged Property or to the Equitably Charged Property and any other person firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons
  - (ii) the benefit of all Agreements for Lease all the proceeds of any claim award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease
  - (iii) all right title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Legally Mortgaged Property or the Equitably Charged Property provided that nothing in this sub-clause shall constitute the Bank as a mortgagee in possession
  - (iv) the benefit of all rights and claims of the Borrower 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 Company
- (f) by way of fixed charge charges to the Bank all stocks shares and/or other securities in any other body corporate whether or not certificated (together

#### CONTINUATION SHEET 4

the Securities ) now or at any time during the continuance of this security belonging to the Company (including without prejudice to the generality of the foregoing loan capital indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities

- (g) by way of fixed charge charges to the Bank the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver or a Liquidator) and the licences patents patent applications trade names and rights in trademarks copyrights whether registered or not rights in the nature of copyright registered designs know how inventions rights in confidential information service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the Goodwill and Intellectual Property )
  - (h) by way of fixed charge charges to the Bank all plant machinery vehicles computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment" )
  - (i) by way of floating charge charges to the Bank its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail (whether by virtue of the laws of Northern Ireland or the laws of any other jurisdiction in which the relevant property asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called 'the Property charged by way of Floating Charge' and together with the Legally Mortgaged Property the Equitably Charged Property the Book and Other Debts the Credit Balances the Rental Income the Agreements for Lease the Securities the Goodwill and Intellectual Property the Equipment and all other property hereby mortgaged or charged collectively called the Charged Property which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit) and
- (2) Each charge mortgage or assignment by way of security hereby created is separate independent of and distinct from and in addition to every other such charge mortgage or assignment

#### 2 THE NEGATIVE PLEDGE

The Company covenanted that it would not without the prior consent in writing of the Bank

- (a) create any mortgage charge or other security interest over all or any part of the Legally Mortgaged Property Equitably Charged Property Equipment Goodwill and Intellectual Property or any interest therein without the consent in writing of the Bank
- (b) sell transfer lease assign or part with possession of the Legally Mortgaged Property the Equitably Charged Property or any part thereof nor confer upon any

## CONTINUATION SHEET 5

person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the Bank

- (c) create any mortgage charge or other security interest over the Securities or any part of or any interest in the same without the consent in writing of the Bank
- (d) With reference to the Property charged by way of Floating Charge the Company covenanted that it would not without the consent in writing of the Bank
  - (i) create any mortgage charge or other security interest ranking in priority to *par passu* with or subsequent to that charge and/or
  - (ii) sell or otherwise dispose of the whole or except in the ordinary course of trading and for full value any part of the Company's undertaking
- (f) With reference to the Rental Income the Company covenanted that it would not compound release exchange set off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or do anything whereby the recovery of the same may be impeded delayed or prevented and the Company shall enforce its rights in respect of the same

### 3 BOOK DEBTS

With reference to the Book and Other Debts in the absence of specific written instructions from the Bank to the contrary the Company shall collect in the Book and Other Debts and shall pay into the Company's current account with the Bank and/or if so directed by the Bank into a special or specifically designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank or into such other account as the Bank may direct all moneys which it may receive in respect of the Book and Other Debts and shall not sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so without the prior consent in writing of the Bank and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such Book and Other Debts to the Bank in such form and on such terms as the Bank may direct and give notice of such legal assignments to the debtors from whom such Book and other Debts are due as the Bank may require

### 4 FLOATING CHARGE

With reference to the Property charged by way of Floating Charge the Bank may by notice to the Company convert the floating charge into a specific charge as regards any assets or class of assets specified in such notice including in particular but without limitation any assets which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a Receiver thereof

## CONTINUATION SHEET 6

### Definitions and Interpretation

- 1 In this Mortgage Debenture except to the extent that the context requires otherwise
- (1) **Agreed Rate of Interest** means the most recent rate of interest from time to time agreed between the Bank and the Company
- Agreements for Lease** means all present and future agreements contracts options or undertakings for or in relation to the creation of any estate interest or right in or over the Legally Mortgaged Property (including without limitation in relation to any lease license tenancy or right to occupy whether on a fixed term or periodic basis)
- Associated Company** means a company which would be a Subsidiary within the meaning of Article 4 of the 1986 Order if the relevant holding of equity share capital was more than ten per cent (rather than half) in nominal value
- Business Day** means a day (other than a Saturday or Sunday) on which banks generally are open for business in Belfast
- Development Documents** means all present and future building contracts development plans appointments of professionals warranty agreements in favour of the Company and any other agreement or document relating to the acquisition construction management design servicing marketing development operation or use of the Legally Mortgaged Property the Equitably Charged Property or any part thereof
- Environmental Licence** means any permit licence authorisation consent or other approval required by or given pursuant to any Environmental Laws
- Holding Company** and **Subsidiary** are respectively as defined in Article 4 of the 1986 Order
- Planning Acts** means the Planning (Northern Ireland) Orders 1972 and 1991
- Receiver** has the meaning attributed thereto in Clause 17(1) hereof
- Rental Income** means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Legally Mortgaged Property or the Equitably Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Legally Mortgaged Property or the Equitably Charged Property or otherwise paid to or received by the Company in respect of the Legally Mortgaged Property or the Equitably Charged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like
- Secured Obligations** means the monies due owing or incurred by and other liabilities of the Company to the Bank the payment and discharge of which are the subject of covenants undertakings and agreements contained in this Mortgage Debenture PROVIDED THAT no obligation or liability shall be included in the definition of Secured Obligations to the extent that if it were so included this Mortgage Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Articles 161 and 162 of the 1986 Order and in respect of which the appropriate procedures in accordance with Articles 165 168 of the 1986 Order have not been complied with
- Specified Rate of Interest** means a rate calculated on a daily basis 5 % per annum above the Bank's Base Rate from time to time
- 1881 Act** means the Conveyancing and Law of Property Act 1881
- 1986 Order** means the Companies (Northern Ireland) Order 1986 as supplemented and amended by the Companies Consolidation (Consequential Provisions) (Northern Ireland) Order 1986 the Companies (Northern Ireland) Order 1990 and the Companies No 2 (Northern Ireland) Order 1990 and
- 1989 Order** means the Insolvency (Northern Ireland) Order 1989

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### 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

Company name	LEO BROWN
Company	ELLIOTT DUFFY GARRETT
	SOLICITORS
Address	ROYSTON HOUSE
	34 UPPER QUEEN STREET
Post town	BELFAST
Country/Region	NORTHERN IRELAND
Postcode	B T 1 6 F D
Company	
DX	DX400 NR BELFAST 1
Telephone	028 9024 5034



### 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  
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](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)