

MR04

Statement of satisfaction in full or in part of a charge

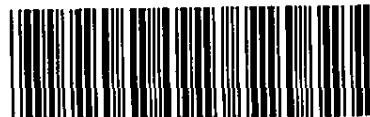


Companies House

You can use the WebFiling service to file this form online
Please go to 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



A5Z9C757

A30

31/01/2017

#118

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 8 2 0 6 6 5 4

Company name in full CP CO 7 LIMITED



→ Filling 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 0 8 1 1 2 0 1 2

A2 Charge number

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

Charge number* 0 0 0 1

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 DEBENTURE dated 8 November 2012 between (1) CP Co Borrower
Limited (the Borrower), (2) the Chargors and (3) the Royal Bank of
Scotland plc (the Security Trustee)

Chargors means the companies listed below

The Chargors

CP Co Borrower Limited 08206514
CP Co 1 Limited 08206558
CP Co 2 Limited 08206664

Continuation page

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

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Description of instrument (if any)

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

Instrument description

CP Co 3 Limited	08206667
CP Co 4 Limited	08206652
CP Co 5 Limited	08206676
CP Co 6 Limited	08206616
CP Co 7 Limited	08206654
CP Co 8 Limited	08206632
CP Co 9 Limited	08206660
CP Co 10 Limited	08206663
CP Co 11 Limited	08206634
CP Co 12 Limited	08206646
CP Co 13 Limited	08207067
CP Co 14 Limited	08206648
CP Co 15 Limited	08206679
CP Co 16 Limited	08206681
CP Co 17 Limited	08206688
CP Co 18 Limited	08206697
CP Co 19 Limited	08206707
CP Co 20 Limited	08206708
CP Co 21 Limited	08206713
CP Co 22 Limited	08206726
CP Co 23 Limited	08206734
CP Co 24 Limited	08206746
CP Co 25 Limited	08206750
CP Co 26 Limited	08206755
CP Co 27 Limited	08206759
CP Co 28 Limited	08206751
CP Co 29 Limited	08206760
CP Co 30 Limited	08206787
CP Co 31 Limited	08206791
CP Co 32 Limited	08206793
CP Co 33 Limited	08206802
CP Co 34 Limited	08206818
CP Co 35 Limited	08206849

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Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Continuation page

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

SCHEDULE 2

Part 1 - Details of Completion Properties

Registered Land - None as at 8 November 2012

Unregistered Land - None as at 8 November 2012

Part 2 - Details of Second Phase Properties

Registered Land

Land on south side of Russell Road, Brighton Tenure LH
ESX191658

Priory Ringway, Birmingham Tenure LH WM243444

The underground multi-level car park at 158 to 170 (even)
Aldersgate Street Tenure LH NGL705135

Continued on continuation page

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

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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

CP Co 7 Limited

Please give the address of the person delivering this statement

Building name/number

Street

400 Capability Green

Post town

Luton

County/Region

Bedfordshire

Postcode

L U 1 3 A E

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

Person's interest in
the charge

Chargor

C3**Signature**

Please sign the form here

Signature

Signature

X  X

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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 **Rosemary Lobley**

Company name **Freshfields Bruckhaus Deringer**

Address **65 Fleet Street**

Post town **London**

County/Region

Postcode **E C 4 Y 1 H S**

Country **UK**

DX

Telephone **+442079364000**



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



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

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	Broadmead Multi Storey Car Park, Lower Castle Street, Bristol, BS13AF Tenure LH AV200373	
	Multi Storey Car Park, Westgate Street Tenure LH WA540100	
	Land and buildings at ground, first, second and third floor levels comprising a multi storey car park at the Mall Shopping Centre, Elmfield Road, Bromley Tenure LH Tenure SGL128944	
	Multi Storey Car Park on the south west side of Whittall Street and the tunnel leading thereto, the service station on the lower ground floor of the Snow Hill Hotel on the north west side of Weaman Street, and the ventilation pipes leading from the service station petrol tanks and running thence through the adjoining hotel building to roof level Tenure LH WK155848	
	NCP Multi-Storey Car Park, Queens Road, Norwich Tenure LH NK286389	
	Land on the south-west side of Vernon Street Tenure LH MS305644	
	Land on the north east side of Moorfield Tenure LH MS471229	
	Levels 1/1A, 2/2A, 3, 4 and 5 of the Multi-Storey Car Park at Crasswell Street, Portsmouth Tenure LH HP522705	
	Multi-Storey Car Park at Crasswell Street, Portsmouth Tenure LH HP518025	
	The Multi-Storey Car Park on the north-west side of Charter Row Tenure LH YWE64339	
	Part of the concrete raft above the railway cutting lying to the south-west of Elizabeth Street and the south-east of Ebury Street, London Tenure LH NGL229552	
	Semley House, Semley Place and Land and Buildings on the South East Side of Ebury Street Tenure LH NGL819977	
	Parts of Mezzanine, ground floor and lower ground floors and basement levels 3, 4, 5, 6, 7, 8 and 9 being the underground car park at Thames Exchange, Queen Street Exchange Tenure LH NGL685513	
	St James' House, Campo Lane, Sheffield Tenure LH SYK194283	
	Multi-Storey Car Park on the north-west side of Victoria Station Road, Sheffield Tenure LH SYK102787	

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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="336 371 1050 405">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="336 427 1050 495">45 to 54 (inclusive) Saffron Hill and 3 Saffron Street, London Tenure LH NGL22701</p> <p data-bbox="336 528 1118 595">Richmond Station Multi-Storey Car Park, The Quadrant Tenure LH SGL165339</p> <p data-bbox="336 629 1102 663">North-East side of Irwell Street (Freehold) Tenure FH GM905682</p> <p data-bbox="336 696 1078 763">Land and space under Arches and Viaduct between New Bailey Street and Towell Street Tenure LH GM50058</p> <p data-bbox="336 797 1054 864">Land on north-west side of Stanley Street, Salford Tenure FH GM408206</p> <p data-bbox="336 887 1110 954">A Multi-Storey Car Park at ground floor and levels 1-10 on the west side of Foundation Street, Ipswich, IP4 1BN Tenure LH SK85863</p> <p data-bbox="336 976 1094 1043">Being 35/45 Great Eastern, Great Shoreditch, London, EC2A 3ER Tenure LH LN251901</p> <p data-bbox="336 1066 887 1099">Bruton Way, Gloucester Tenure LH GR30403</p> <p data-bbox="336 1122 951 1189">Multi-Storey Car Park lying to the east of Trinity Place Easterbourne Tenure LH ESX110234</p> <p data-bbox="336 1211 1062 1279">Part of lower ground floor, ground floor mezzanine floor, Laurie House, Colyear Street, Derby Tenure LH DY3099</p> <p data-bbox="336 1301 1094 1368">Land on the south side of Osborne Street, Colchester Tenure LH EX457175</p> <p data-bbox="336 1391 1046 1458">Multi-Storey Car Park, College Street, Worcester Tenure LH WR72792</p> <p data-bbox="336 1480 1015 1547">Roof Top Car Park 4/5 Regent Street, Weston-Super-Mare Tenure LH AV158664</p> <p data-bbox="336 1570 1110 1637">Land and buildings on the south side of Regent Street, Weston-Super-Mare BS23 1JF (Freehold) Tenure FH AV125525</p> <p data-bbox="336 1671 1094 1738">Store 1 and Car Parking and Ancillary, Ashford Shopping Centre, Ashford Tenure LH K676473</p> <p data-bbox="336 1771 1110 1805">Land fronting Chorlton Street, Manchester Tenure LH GM391957</p> <p data-bbox="336 1839 975 1906">Roof Car Park, Stonebow House, The Stonebow, York Tenure LH NYK273519</p> <p data-bbox="336 1939 1134 1973">The North Garden, Cadogan Place, London Tenure LH NGL19292</p>

Short particulars

Subsidiary Shares - None as at 8 November 2012

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

1 CHARGING CLAUSE

1 1 Fixed Charges

Subject to clause 3 6 (Leases Restricting Charging) and 3 7 (Assigned Agreements Restricting Charging) of the Debenture, the Company, as security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee the following assets, both as at 8 November 2012 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all freehold and leasehold property situated in England and Wales (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(b) by way of first fixed charge

(i) all other interests (not charged by way of legal mortgage under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold or heritable property, the buildings, fittings and fixtures (including trade fixtures but excluding any fixtures and fittings belonging to an Occupational Tenant) on that property and all Related Rights,

(ii) all Related Rights relating to the property charged by way of legal mortgage under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above,

(iii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and all corresponding Distribution Rights and Related Rights,

(iv) all plant, machinery, vehicles, computers, office and other equipment and chattels belonging to it and all Related Rights,

(v) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, building society, financial institution or other person (including any replacement account or subdivision or sub-account of that account) and all rights related to those accounts,

(vi) its rights to recover VAT on any supplies made to it relating to the Charged Property and any sums so recovered,

(vii) all rights and interest in the Hedging Agreements and each of its interest in any derivative transaction as at 8 November 2012 and in the future and all proceeds paid or payable thereunder and any Related Rights,

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Short particulars	<p data-bbox="347 376 1053 405">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="347 427 1114 517">(viii) all rights and interest in the Property Management Agreement and the Corporate Service Provider Agreement and all Related Rights,</p> <p data-bbox="347 546 1102 636">(ix) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets and the right to recover and receive any compensation in relation thereto,</p> <p data-bbox="347 665 1118 719">(x) all book debts and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,</p> <p data-bbox="347 748 1126 920">(xi) all 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,</p> <p data-bbox="347 949 820 978">(xii) its goodwill and uncalled capital, and</p> <p data-bbox="347 1008 1114 1122">(xiii) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Assets and Related Rights</p> <p data-bbox="347 1151 576 1180">1 2 Floating Charge</p> <p data-bbox="347 1209 1114 1471">As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets as at 8 November 2012 and in future not effectively charged by way of first fixed charge and/or mortgage under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, provided that such floating charge applies in all cases to the Scottish Assigned Assets</p> <p data-bbox="347 1500 628 1529">1 3 Security Assignment</p> <p data-bbox="347 1559 1126 1762">(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Trustee all its rights, title and interest from time to time in the Assigned Assets provided that on payment or discharge in full of the Indebtedness the Security Trustee will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Assets to the Company (or as it shall direct)</p> <p data-bbox="347 1877 711 1906">Continued on continuation page</p>

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>(b) Until the occurrence of an Event of Default which is continuing, but subject to the terms of the Restated Senior and Stretch Senior Facilities Agreement and the Restated Mezzanine Facilities Agreement, the Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Trustee is of the view that any legal process or execution is being or may be enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in Jeopardy,</p> <p>the Security Trustee may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice The Company shall promptly following a request by the Security Trustee execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires</p> <p>the Security Trustee may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice The Company shall promptly following a request by the Security Trustee execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires</p> <p>1 5 Automatic Conversion of Floating Charge</p> <p>If the Company creates (or purports to create) any Security (except as permitted by the Restated Senior and Stretch Senior Facilities Agreement and the Restated Mezzanine Facilities Agreement or with the prior consent of the Security Trustee) on or over any Floating Charge Asset without the prior consent in writing of the Security Trustee, or if any third party levies or attempts to or evidences an intention to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2 FURTHER ASSURANCE</p> <p>2 1 General</p> <p>(a) The Company will, at its own expense, promptly following a reasonable request by the Security Trustee, execute such deeds and other agreements and otherwise take whatever action the Security Trustee may require</p> <p>Continued on continuation page</p>	

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Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	<p>Please give the short particulars of the property or undertaking charged</p> <p>(i) to perfect and/or protect the security created (or intended to be created) under or evidenced by the Debenture,</p> <p>(ii) to facilitate the enforcement of such security,</p> <p>(iii) to facilitate the exercise of any of the Security Trustee's or any Receiver's or Secured Party's rights, powers, discretions or remedies under the Debenture,</p> <p>(iv) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture,</p> <p>(v) to confer on the Security Trustee security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the Security intended to be conferred by the Debenture, and/or</p> <p>(vi) to execute such documents and take such action as the Security Trustee may require in order to create a standard security over heritable or leasehold property in Scotland or a floating charge over assets in Scotland and/or create any other effective security over any other assets having equivalent or similar effect to any charge or Security created under the Debenture,</p> <p>including the conversion of charges to assignments, assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever</p> <p>(b) The company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Debenture</p> <p>2 2 Conversion of Equitable Mortgage into Legal Mortgage</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Trustee (acting reasonably) is of the view that any legal process or execution is being enforced against any Subsidiary Shares or that any Subsidiary Shares are in danger of being seized or otherwise in jeopardy, the Security Trustee may, by notice to the Company, request that the Company converts the fixed charge created under clause 3 1(b) (Fixed Charges) of the Debenture, as set out in clause 1 1(b) above, into a legal mortgage as regards those Subsidiary Shares which the Security Trustee specifies in the notice the "Specified</p> <p>Continued on continuation page</p>	

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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

Investments") The Company shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Security Trustee may require (acting reasonably) in order to perfect and/or protect the security created (or intended to be created) pursuant to clause 5.3 (Conversion of Equitable Mortgage Into Legal Mortgage), as set out in this clause 2.3, over the Specified Investments

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not create or agree to create or permit to subsist any Security over the whole or any part of its assets (including the Properties), other than Permitted Security and/or pursuant to the Finance Documents and/or the Mezzanine Finance Documents