

**MG01**

## Particulars of a mortgage or charge

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LASERFORM**A fee is payable with this form.**We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page**What this form is for**You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland**What this form is NOT for**You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

SATURDAY



\*AD67WRE1\*

A30

05/02/2011

58

COMPANIES HOUSE

**1****Company details**

Company number 0 0 3 4 9 2 0 1

Company name in full St Modwen Properties plc

(the "Chargor")

19 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitalsAll fields are mandatory unless  
specified or indicated by \***2****Date of creation of charge**

Date of creation d0 d3 m0 m2 y2 y0 y1 y1

**3****Description**Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of Charge and Assignment (the "Deed")

**4****Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured The Chargor agreed to pay or discharge each of the Secured  
Liabilities when the same fall due for payment

Please see definitions at the end of section 6

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name HSBC Bank plc (the "Lender")

Address 4th Floor, 120 Edmund Street

Birmingham

Postcode B 3 2 Q Z

Name

Address

Postcode

### 6 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

#### Fixed Charges:

The Chargor charged and agreed to charge all of its right, title and interest in and to all of its accounts at the date of the Deed, and at any point in the future, by way of first fixed charge with the Lender and all monies at any time standing to the credit of such accounts

#### Security Assignments:

(a) The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(i) each Hedging Agreement, all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them,

(ii) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing, and

(iii) all proceeds of any of the foregoing not otherwise assigned under clause 4.2 of the Deed

(b) To the extent that any right referred to in paragraph (a) above is not assignable, the assignment which the paragraph purports to effect shall operate as an assignment of all of the Chargor's present and future rights and claims to any proceeds of such rights

#### Negative Pledge:

The Chargor agreed that it will not create or permit to subsist any Security Interest over any of the Security Assets without the consent of the Lender

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### Particulars of a mortgage or charge

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#### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

##### Definitions

**Hedging Agreement** means any master agreement, confirmation, schedule or other agreement entered into at the date of the Deed or to be entered into between the Chargor and the Lender for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities,

**Security** means the Security Interests created or intended to be created by or pursuant to the Deed,

**Security Assets** means all of the Chargor's assets from time to time the subject of Security,

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

**Secured Liabilities** means all monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Chargor to the Lender (including any under any Hedging Agreement)

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X

*Pinsent Mason LLP*

X

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

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## Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Beth O'Neill

Company name Pinsent Masons LLP

Address 3 Colmore Circus

Post town Birmingham

County/Region West Midlands

Postcode B 4 6 B H

Country

DX 703167 Birmingham 12

Telephone 0121 200 1050



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### 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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### 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)



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 349201

CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE AND  
ASSIGNMENT DATED 3 FEBRUARY 2011 AND CREATED BY ST.  
MODWEN PROPERTIES PLC FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK  
PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF  
THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5  
FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY  
2011

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES