

MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form if it is not completed correctly.
Please see 'How to complete this form' for more information.

✓ **What this form is for**
You may use this form to provide particulars of a mortgage or charge in England and Wales or in Ireland.

PMO "P380W00W" 93
COMPANIES HOUSE
LD2 "LZH0ZE8M" 311
19/10/2009
COMPANIES HOUSE
form MG01S.

or
to register
or a Scottish
charge use

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

199679/13

1 Company details		14 For official use
Company number	01972217	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	OPECPRIME PROPERTIES LIMITED registered in England and Wales (the "Chargor")	
2 Date of creation of charge		
Date of creation	08/10/2009	
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	Third Party Legal Mortgage dated 8 October 2009 between (1) the Chargor; and (2) the Security Trustee (the "Legal Mortgage").	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge.		
Amount secured	Please see rider 1.	
		Continuation page Please use a continuation page if you need to enter more details.

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Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge.	1
Amount secured	<p>All defined terms and expressions used herein shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the same meaning given to such term in the Legal Mortgage:</p> <p>“Acquisition Facility Agreement”: means the facility agreement dated 9 January 2007 and made between The Governor and Company of the Bank of Ireland, as Agent, Arranger, Security Trustee and Hedging Counterparty (each term defined therein) (1)-(4); the Original Lenders listed in schedule 1 part 1 thereto (5); the Acquisition Facility Borrower (6) and the Development Facility Borrowers, Project Development Consulting Limited, Interco Services Limited and Charter Trust Management Limited, as chargors (7) and any agreement entered into under or supplemental to it or amending, restating or novating it.</p> <p>“Acquisition Facility Borrower”: means Coral Bay Holdings Limited (registered in Guernsey with number 45313) whose registered office is at Level 4 North Town Mills, Rue du Pre, St. Peter Port, Guernsey.</p> <p>“Acquisition Facility Finance Documents”: means each of the Acquisition Facility Agreement, each Security Document, the Fees Letter, the Margin Letter, the Hedging Arrangement each Utilisation Request, each Accession Letter, each Transfer Certificate and any other document so designated in writing by both the relevant Borrower Party and the Agent (each term as defined in the Acquisition Facility Agreement).</p> <p>“Borrower”: means the Acquisition Facility Borrower or the Development Facility Borrower as the case may be.</p> <p>“Charged Property”: means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Legal Mortgage.</p> <p>“Chargor”: means: Project Development Consultants Limited, Interco Services Limited, Chantstream Limited, Rossmark Properties Limited, Carlson Properties Limited and Charter Trust Company Limited.</p> <p>“Delegate”: means any person appointed by the Security Trustee or any Receiver pursuant to Clauses 13.2 to 13.4 (<i>Delegation</i>) of the Legal Mortgage and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.</p> <p>“Development Facility Agreement”: means the facility agreement dated 9 January 2007 and made between The Governor and Company of the Bank of Ireland, as Agent, Arranger, Security Trustee and Hedging Counterparty (each term defined therein) (1)-(4), the Original Lenders listed in schedule 1 part 1 thereto (5), the Development Facility Borrowers (6) and the Acquisition Facility Borrower, Project Development Consulting Limited, Interco Services Limited and Charter Trust Management Limited, as chargors (7) and any agreement entered into under or supplemental to it or amending, restating or novating it.</p>	

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Particulars of a mortgage or charge

4	Amount secured	2
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>“Development Facility Borrowers”: means Chantstream Limited (company number 03308541), Rossmark Properties Limited (company number 03971090) and Carlson Properties Limited (company number 03582766), all incorporated in England and Wales and all having their registered office co/ Jonathan Rose Solicitors, 1 Comer House, 19 Station Road, Barnet, Hertfordshire, EN5 1QJ .</p> <p>“Development Facility Finance Documents”: means each of the Development Facility Agreement, each Security Document, the Fees Letter, the Hedging Arrangement each Utilisation Request, each Accession Letter, each Transfer Certificate and any other document so designated in writing by both the relevant Borrower Party and the Agent (each term as defined in the Development Facility Agreement);</p> <p>“Expenses”: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Legal Mortgage or in protecting, preserving, defending or enforcing the security constituted by the Legal Mortgage or in exercising any rights, powers or remedies provided by or pursuant to the Legal Mortgage (including any right or power to make payments on behalf of the Chargor under the terms of the Legal Mortgage) or by law in each case on a full indemnity basis.</p> <p>“Facility Agreements”: means the Acquisition Facility Agreement and the Development Facility Agreement.</p> <p>“Finance Parties”: means each of the Arranger, the Agent, the Security Trustee, the Hedging Counterparty and the Lenders (as defined in the Acquisition Facility Agreement or the Development Facility Agreement as the case may be).</p> <p>“Finance Documents”: means the Acquisition Facility Finance Documents or the Development Facility Finance Documents as the case may be.</p> <p>“Fixtures”: means all fixtures and fittings (including trade and tenant’s fixtures and fittings) and fixed plant and machinery from time to time in or on any Mortgaged Property.</p> <p>“Insurances”: means all of the contracts and policies of insurance or assurance (including all cover notes and slips) effected or maintained from time to time in respect of any Mortgaged Property, Premises and/or Fixtures, together with all moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.</p> <p>“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by the Legal Mortgage and references to any “Mortgaged Property” shall include references to the whole or any part or parts of it.</p> <p>“New Chargor” means any person which at any time becomes a Chargor in accordance with clause 28.2 (<i>New Chargors</i>) of the Development Facility Agreement or clause 27.2 (<i>New Chargor</i>) of the Acquisition Facility Agreement.</p> <p>“Obligors” means each of the Borrowers, the Chargor and each New Chargor.</p>	

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Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge.	3
Amount secured	<p>"Premises": means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.</p> <p>"Receiver": means a receiver or receiver and manager of the whole or any part or parts of the Charged Property.</p> <p>"Security": means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.</p> <p>All the provisions of Clauses 1.2 to 1.11 (<i>Construction</i>) of the Legal Charge apply to this Form MG01 as though they were set out in full in this Form MG01 except that reference to "Deed" therein are to be construed as references to the Legal Charge or this Form MG01 as the case may be.</p>	

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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 THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

Address 36 Queen Street, London (the "Security Trustee")

Postcode E C 4 R 1 H J

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

1) Fixed Charges

1.1) The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to:

a) the freehold, commonhold and leasehold property specified in Schedule 1 (*Details of Real Property*); and

b) all Premises and Fixtures now or from time to time in or on that property.

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	1
Short particulars	<p>1.2) The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:</p> <p>a) all estates or interests in the freehold, commonhold or leasehold property specified in Schedule 1 (<i>Details of Real Property</i>) and all Premises and Fixtures in or on that property (to the extent that such property, Premises and Fixtures are not effectively mortgaged as described in Clause 1.1 above);</p> <p>b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises and all licences held by it to enter upon or use land in respect of or in connection with any Mortgaged Property or Premises and/or to carry on the business carried on upon that land and all agreements relating to that land to which it is a party or otherwise entitled;</p> <p>c) where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>d) all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises; and</p> <p>e) all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances.</p> <p>The Legal Mortgage contains the following covenants:</p> <p>1. <i>Negative Pledge</i> The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property, other than as permitted under the Facility Agreements.</p> <p>2. <i>Restriction on Disposals</i> The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than as permitted under the Facility Agreements.</p>	

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

2

Please give the short particulars of the property mortgaged or charged.

Short particulars

Schedule 1

Details of Real Property

Part 1 - Registered Land

(Freehold property in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

Premises at:	County/District	Registered at HM Land Registry under Title No:
Freehold property known as Westmorland House, 104 Stokes Croft and 4 Ashley Road, St Pauls, Bristol	City of Bristol	AV98683 and AV41507

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7 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

Nil

8 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).

9 Signature

Please sign the form here.

Signature

Signature

X CMS Cameron McKenna LLP

16/10/09

X

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

Please return via
CH London Counter

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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 MIMR/ILAK 0Z2878.00066

Company name CMS Cameron McKenna LLP

Address

Post town

County/Region

Postcode

E

C

1

A

4

D

D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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,
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 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

PROFORMA

Company Number: 01972217

Company Name: Opecprime Properties Limited

Contact Name/ Organisation: David Hunt / CMS Cameron McKenna LLP

Address: Mitre House, 160 Aldersgate Street, London, EC1A 4DD

- The following details will need to be amended to the Form MG01

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled
to the charge ☐

Short particulars of all the property
mortgaged or charged ☐

Date charge presented
(applies to MG09/LL MG09) ☐

Date of execution
(applies to MG09/LL MG09) ☐

Date and parties to the charge
(applies to MG09/LL MG09) ☐

Jurisdiction
(applies to MG09/LL MG09) ☐

Floating charge statement
(applies to MG01s/LLMG01s/OSMG01) ☐

- The following details will need to be added, amended or deleted to the
Form MG06/LL MG06/MG06s/LL MG06s

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input checked="" type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Wording to be inserted into Amount Secured section:

"All present and future indebtedness, moneys, obligations and liabilities of each Obligor and the Chargor to the Finance Parties under the Finance Documents (including the Legal Mortgage), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 3 of the Legal Mortgage (together the "**Secured Liabilities**")."



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1972217
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL MORTGAGE
DATED 8 OCTOBER 2009 AND CREATED BY OPECPRIME
PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR AND THE COMPANY TO
THE FINANCE PARTIES 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 21 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES