

MG01

Particulars of a mortgage or charge

258742/13



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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 NO

You cannot use this fo
particulars of a charge
company To do this, p
form MG01s

THURSDAY



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30/12/2010

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COMPANIES HOUSE

1

Company details

Company number

0 5 1 1 1 5 0 4

Company name in full

Chord (St Paul's Square) Limited (the "Chargor")

8

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d3 m1 m2 y2 y0 y1 y0

3

Description

Description

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

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

(a) all present and future obligations and liabilities whether
actual or contingent and whether owed jointly or severally, as
principal or surety or in any other capacity whatsoever, owed
by the Chargor to the Bank,
(b) interest at such rate as shall be agreed by the Bank and
the Chargor from time to time,
(c) any legal and other costs, charges and expenses (on a full
and unqualified indemnity basis) in connection with the
preparation and enforcement of the Debenture, and
(d) any expenses and charges arising out of or in connection
with the acts or matters referred to in clause 7 of the
Debenture,

excluding any obligation which, if it were so included, would
give rise to financial assistance within the meaning of
Section 667(1) of the Companies Act 2006 unless such financial
assistance is not prohibited by virtue of the provisions of
Sections 678, 679, 681 and 682 of the Companies Act 2006 (the
"Secured Liabilities")

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 The Royal Bank of Scotland plc (the "Bank")

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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

SEE CONTINUATION PAGE

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Particulars of a mortgage or charge

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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

N/A

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).

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Signature

Please sign the form here

Signature

Signature

X *Erosheds 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 **Patick Davis**

Company name
Eversheds LLP

Address **115 Colmore Row**

Birmingham

Post town

County/Region

Postcode

B	3		3	A	L		
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Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



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 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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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CHARGING PROVISIONS</p> <p>1 The Chargor with full title guarantee charged with the payment of the Secured Liabilities and so that the charge created by the Debenture shall be a continuing security</p> <p>1.1 as a first fixed charge (and, in the case of the assets charged under clause 3.1(a) of the Debenture (described at paragraph 1.1(a)), a charge by way of legal mortgage)</p> <p>(a) the present and future estates and interests in the freehold and leasehold property (if any) of the Chargor, including the Property,</p> <p>(b) all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on the property charged under clause 3.1(a) (described at paragraph 1.1(a)). For this purpose plant and machinery shall be deemed to be fixed</p> <p>(i) if it rests upon the property and cannot be lifted and removed from it without the use of lifting equipment, or</p> <p>(ii) if the plant and machinery is annexed by any means to the property and notwithstanding that</p> <p>(A) it may be removed from it without occasioning any material damage thereto,</p> <p>(B) it would as between a landlord and his tenant constitute a tenant's or trade fixture which (subject to any express term of the tenancy to the contrary) such tenant would be entitled to remove on the termination of the tenancy,</p> <p>(C) it would as between a seller and buyer be a chattel which (subject to any express provision of the contract between them to the contrary) the seller would be entitled to remove prior to completion,</p> <p>(D) it was annexed to the property by the Chargor for the purpose of its enjoyment as a chattel, or</p> <p>(iii) if it has at any time been treated as fixed plant and machinery in any balance sheet of the Chargor,</p> <p>(c) all present and future book debts due to the Chargor (and the benefit of all rights relating to such debts and of enforcing payment of the same) including negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors liens and similar and associated rights,</p> <p>(d) all present and future other monetary debts and claims (including choses in action which give rise or may give rise to debts) due to the Chargor (and the benefit of all rights relating to such debts and claims, and of enforcing payment of the same) including (without prejudice to the generality of the foregoing) such rights as are described in clause 3.1(c) (described at paragraph 1.1(c)),</p> <p>(e)</p> <p>(i) all present and future stocks, shares and other interests of the Chargor</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

including loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor, and

(ii) the full benefit of all stocks, shares and securities (in which the Chargor has any beneficial interest) which or the certificates of which are at any time lodged with the Bank or held by it or its agents or transferred to or registered in its name or in the name of its agents or nominees, and

(iii) all rights in respect of or incidental to the securities described at clause 3 1 (e)(i) and (ii) above (described at paragraph 1 1(e)(i) and (ii) above), and

(iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference option or otherwise, to or in respect of any of the Principal Securities, including all dividends, interest and other income payable in connection with the Principal Securities,

(f) the Intellectual Property Rights,

(g) the goodwill and the uncalled capital of the Chargor both present and future

1 2 as a first floating charge

(a) the undertaking and all property and assets of the Chargor both present and future, and

(b) the assets described in clause 3 1 (described at paragraph 1 1) (if and insofar as either all or part of any fixed charge on such assets may for any reason be ineffective as a fixed charge, or any assets or part of an asset may be released from a fixed charge in writing by the Bank)

RESTRICTIONS

2 1 The Chargor shall not without the prior written consent of the Bank

(a) create or permit to subsist any Security Interest on the whole or any part of its present or future property, assets or revenues except for Permitted Security Interests, or

(b) in circumstances where the arrangement or transaction is entered into primarily as a method of raising debt or of financing the acquisition of an asset

(i) sell or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it,

(ii) sell or otherwise dispose of any of its receivables on recourse terms, or

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts

DEFINITIONS

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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

"Intellectual Property Rights" means all the Chargor's present and future inventions, know-how, patents, trademarks, service marks, designs, business names, confidential information, computer software, computer programmes and systems, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing, in each case whether registered or not, and shall include (without limitation) applications for registrations and all materials in respect of the foregoing

"Permitted Security Interest" means

- (a) a lien or right of set-off arising in the normal course of trading or by operation of law securing obligations not more than thirty days overdue,
- (b) any conditional sale or title retention arising under any contract for the purchase of goods in the normal course of trading securing obligations not more than thirty days overdue,
- (c) any Security Interest created or permitted to subsist with the prior written consent of the Bank,
- (d) existing Security Interests so long as the principal amount secured by any such Security Interest is not increased and the maturity date for such principal amount is not extended,
- (e) any rights of set-off, netting or combination of account agreed by the Chargor with its bankers in the ordinary course of its cash management arrangements,

"Principal Securities" means the rights and securities described in clauses 3 1(e) (i) to (iii) of the Debenture inclusive (paragraphs 1 1(e) (i) to (iii) of this form

"Property" means the freehold land comprised under title number WM795244 being land on the North and North West side of St Pauls Square, Birmingham and the land comprised under title number WM696410 being 84 Caroline Street, Birmingham

"Security Interest" means any mortgage, charge, pledge, lien, retention of title or any other security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising



FILE COPY

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

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

**COMPANY NO. 5111504
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
DECEMBER 2010 AND CREATED BY CHORD (ST PAUL'S
SQUARE) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF
SCOTLAND 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 30 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES