

MG01

Particulars of a mortgage or charge



09 8633 / 13

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
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



A06 *AGTIVJ4J* 143
13/04/2010

COMPANIES HOUSE

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 5 6 2 2 8 2 1

Company name in full MODUS ALPHA GENERAL PARTNER LIMITED in its capacity as general partner of

MODUS ALPHA PROPERTY PARTNERS LIMITED PARTNERSHIP (the
"Chargor")

2 Date of creation of charge

Date of creation 3 1 0 3 2 0 1 0

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

Charge over Bank Account (the "Charge")

4 Amount secured

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

Amount secured

1 Secured obligations

Pursuant to clause 2.1 of the Charge, the Company has covenanted
that it will on demand pay or otherwise discharge all Secured
Obligations in the manner in which, and in the currencies in which
they are expressed to be due and payable or due for discharge

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

MG01

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 **NATIONWIDE BUILDING SOCIETY** as security trustee for the Finance Parties (the "Security Trustee")

Address **Nationwide House, Pipers Way, Swindon**

Postcode **S N 3 8 1 N W**

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

2 GRANT OF SECURITY

2.1 Charge

Pursuant to clause 3.1 of the Charge, as a continuing security for the payment and discharge of the Secured Obligations, the Company with full title guarantee has charged to the Security Trustee, for the benefit of and as trustee for itself and each of the other Finance Parties each Bank Account and the Deposit

2.2 Financial Collateral

Pursuant to clause 3.2 of the Charge, to the extent that any of the Deposits constitute "financial collateral", the Charge, and the obligations of the Company under the Charge constitute "security financial collateral arrangement", (in each case for the purpose of and as defined by the Financial Collateral Regulations) the Security Trustee, as trustee for itself and the other Finance Parties shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations

MG01

Particulars of a mortgage or charge

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

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)

9 Signature

Please sign the form here

Signature

Signature

X

Burger Salmon LLP

X

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

MG01

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 Emma Bishop

Company name Burges Salmon LLP

Address Narrow Quay House

Narrow Quay

Post town Bristol

County/Region

Postcode B S I 4 A H

Country England

DX 7829 Bristol

Telephone +44 (0)117 939 2000



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

MG01 - continuation page

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

DEFINITIONS

For the purposes of section 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"Agent" means Nationwide Building Society,

"Arranger" means Nationwide Building Society,

"Bank Account" means each of the bank accounts details of which are set out in the table below as such accounts may from time to time be re-designated, substituted, replaced, renewed or renumbered and **"Bank Accounts"** shall mean all of them

Bank Account Name	Modus Alpha Property Partners Limited Partnership acting through its general partner Modus Alpha General Partner Limited
Account Bank	National Westminster Bank plc
Address	Old Swan Branch, 509 Prescot Road, Liverpool L13 3BZ
Bank Account number	69139660
Sort Code	60-15-38

"Deposit" means all sums (whether principal, interest or otherwise) now or at any time after the date of the Charge standing to the credit of and all debts from time to time represented by the Bank Account and all Rights from time to time accruing to, or arising in connection with such sums,

"Expenses" means all costs, charges, losses, liabilities, expenses and other sums (including, but not limited to, legal, accountants' and other professional fees and costs associated with payments being made in a currency other than the currency in which such payment is due to be made) and any taxes thereon,

"Facility Agreement" means the facility agreement dated 21 December 2005 as amended, restated and novated on 24 February 2006 and as further amended and restated on 31 March 2010 between, amongst others, the Company and the Security Trustee (as further amended, restated, substituted, novated or supplemented from time to time),

"Finance Documents" has the meaning set out in the Facility Agreement,

"Finance Parties" means the Arranger, the Lender, the Agent and the Security Trustee and **"Finance Party"** means each of them,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (as amended),

"Lender" means Nationwide Building Society,

"Obligor" has the meaning set out in the Facility Agreement,

"Rights" means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case of any name whatsoever),

MG01 - continuation page

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

--

MG01 - continuation page

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

"Secured Party" has the meaning given to it in the Facility Agreement,

"Secured Obligations" means

- 10
- (a) each and every present and future obligation and liability of each Obligor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which is, or is expressed to be, or may at any time be or become, due, owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Finance Parties) or to any of the other Finance Parties pursuant to the Finance Documents (or any of them) or in connection with any facility thereby granted and whether or not the Security Trustee shall have been original parties to the relevant transaction or agreement under which any such liability arises or purports to arise,
 - (b) on a full indemnity basis, all interest (including, but not limited to, default interest) and both before and after judgement, commissions, fees and other Expenses in respect of any obligation of liability referred to in paragraph (a) which are, or are expressed to be, or may become due, owing or payable by any Obligor at any time to the Security Trustee or any other Finance Party, and
 - (c) on a full indemnity basis, all Expenses which the Security Trustee may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any obligation, liability or money referred to in paragraphs (a) and (b) above

MG01 - continuation page

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

Additional information on the Deed

3 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED ASSETS

Pursuant to clause 7 of the Charge, the Company gives and makes the covenants, undertakings and agreements to the Security Trustee as trustee for and for the benefit of itself and each of the Finance Parties set out in clause 7 of the Charge and they remain in force throughout the Security Period

3.1 Negative Pledge

Pursuant to clause 7 1 of the Charge the Company has covenanted that it will not create or permit to subsist any security over, or other interest in, any of the Bank Accounts or Deposits save for the Charge

3.2 Bank Accounts and Deposits

Pursuant to clause 7 3 of the Charge the Company will not do, or suffer to be done, anything which could depreciate, impair or prejudice any of the security created or the position of the Security Trustee under the Charge

4 FURTHER ADVANCES

The security created by the Charge is intended to secure further advances

5 FURTHER ASSURANCE

Pursuant to clause 4 2 of the Charge, the Company has covenanted that it will, at its own cost, promptly take whatever action the Security Trustee or any Receiver may from time to time require or consider necessary or desirable for

- (a) creating, perfecting or protecting any security intended to be created by the Charge,
- (b) facilitating the realisation of any of the Deposits or the exercise of any and all of the Rights, power or discretion vested or intended to be vested in the Security Trustee or any Receiver in respect of any of the Deposit

This includes, without limitation

- (a) the execution of any documents, transfers, conveyances, assignments and assurances, and
- (b) the giving of any notices, orders, instructions and directions and making of any registration, which the Security Trustee or any Receiver may consider necessary or expedient

MG01 - continuation page

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

6 POWER OF ATTORNEY

6.1 Appointment

Pursuant to clause 18.1 of the Charge, the Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney and on its behalf and in its name or otherwise and as its act and Charge to

- (a) take any action which it is obliged to take under the Charge, and
- (b) take any action required for enabling the Security Trustee, each Receiver and any of their delegates or sub-delegates to exercise all or any of the rights, powers, authorities and discretions conferred on them by or pursuant to the Charge or by law, and the taking of action by the attorney or attorneys shall (as between it and any third party) be conclusive evidence of its right to take such action

6.2 Ratification

Pursuant to clause 18.2 of the Charge, the Company undertakes to ratify and confirm everything that any attorney does or purports to do in the exercise or purported exercise of the power of attorney in clause 6.1 of the Charge (as referred to in paragraph 6.1 above)

DEFINITIONS

"Receiver" means any one or more persons, individually or together with additional persons, appointed as a receiver or manager by the Security Trustee pursuant to powers conferred by the Charge or by statute or otherwise, and

"Rights" means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case of any name whatsoever), and

"Security Period" means the period commencing on the date of the Charge and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no other Secured Obligations are capable of being outstanding



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5622821
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER BANK ACCOUNT
DATED 31 MARCH 2010 AND CREATED BY MODUS ALPHA
GENERAL PARTNER LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
NATIONWIDE BUILDING SOCIETY AS SECURITY TRUSTEE FOR
THE FINANCE PARTIES (THE SECURITY TRUSTEE) OR TO ANY
OF THE OTHER 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 13 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010

OT



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES