

MG01

Particulars of a mortgage or charge

645486/39



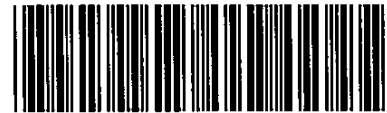
A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

Please return
via
CH London Counter

☒ **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 company. To do this, please
use form MG01s

FRIDAY



LD4 09/11/2012 #13
COMPANIES HOUSE

1	Company details	For official use
Company number	0 6 2 7 8 3 7 8	→ 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	SHP Opportunity Fund General Partner Limited (the General Partner)	
2	Date of creation of charge	
Date of creation	d0 d5 m1 m1 y2 y0 y1 y2	
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	A security agreement supplemental to the Security Agreement (as defined below) (the Supplemental Security Agreement)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	The liabilities of the Obligors to the Lender under or pursuant to the Finance Documents (the Secured Liabilities)	
Note Capitalised terms not defined on this page are defined in the MG01 continuation sheets attached		

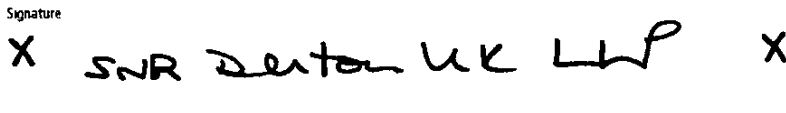
MG01

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	HSBC Bank plc (the Lender)	
Address	West End Corporate Banking Centre	
	70 Pall Mall, London	
Postcode	S W 1 Y 5 E 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	See the MG01 Continuation Sheet attached	

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 <ul style="list-style-type: none"> - 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 870) 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 866) 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	Signature Please sign the form here. <div style="border: 1px solid black; padding: 5px;"> <small>Signature</small>  </div> This form must be signed by a person with an interest in the registration of the charge.	

MG01

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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

Andrew Wood / 54318 00327

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

Telephone

+44 (0)20 7320 6531



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

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

1 Creation of Security

Each Chargor charged by way of first legal mortgage its interest in One Victoria Square and Swallow House and the car park on the South side of Swallow Street, Birmingham B1 1BD registered at the Land Registry with freehold title absolute under title numbers WM172095, and WM368514

2 Nature of Security created

The Security created under the Supplemental Security Agreement was created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) in favour of the Lender, and
- (c) with full title guarantee

3 Negative Pledge

In the Security Agreement (as supplemented by the Supplemental Security Agreement) the Chargors undertook not to create or permit to subsist any Security over any Security Asset except for Permitted Security

4 Definitions

In this Form MG01

Chargors means the General Partner and the Partnership

Facility Agreement means the facility letter dated 31 March 2011 between the Partnership (acting by the General Partner) and the Lender as amended, restated, varied, supplemented or novated from time to time

Finance Documents means

- (a) the Facility Agreement,
- (b) each Legal Charge in respect of each Acceptable Additional Property,
- (c) any Subordination Deed,
- (d) the Security Agreement as supplemented from time to time,
- (e) any Hedging Agreements,

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	<p>(f) the Amendment and Restatement Agreement dated 5 November 2012 between the General Partner, the Partnership and the Lender,</p> <p>(g) the Property Company Documents, and</p> <p>(h) any other document designated as such in writing by the Chargors and the Lender,</p> <p>(in the case of (b), (c), (e), (f) and (g) above as such capitalised terms are defined in the Facility Agreement)</p> <p>Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925</p> <p>Obligor means the Partnership, the General Partner and each Property Company</p> <p>Partnership means SHP Opportunity Fund (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with registered number LP012268 acting by the General Partner)</p> <p>Property Company has the meaning given to it in the Facility Agreement</p> <p>Security means each Security Interest created or intended to be created by the Finance Documents</p> <p>Security Agreement means a security agreement dated 16 November 2011 between the General Partner, the Partnership and the Lender</p> <p>Security Asset means all of the assets of the General Partner and the Partnership which are the subject of any Security created or to be created by the Security Agreement</p> <p>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</p> <p>Permitted Security means</p> <p>(a) the Security,</p> <p>(b) any lien arising by operation of law and in the ordinary course of day to day trading (and not as a result of any act, omission or default by an Obligor),</p> <p>(c) any netting or set-off arrangement entered into by an Obligor in the ordinary course of any banking or hedging arrangements permitted to be entered into by the terms of the Finance Documents,</p> <p>(d) any retention of title, hire purchase or conditional sale arrangements entered into on normal commercial terms in the ordinary course of day to day trading, and</p>	

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

(e) any other Security Interest approved in writing by the Lender



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6278378
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 5 NOVEMBER 2012 AND CREATED BY
SHP OPPORTUNITY FUND GENERAL PARTNER LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO HSBC BANK PLC 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 9 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 NOVEMBER
2012

L.C



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**