

# MR01

## Particulars of a charge

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Please return  
via  
CH London Counter

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

THURSDAY



\*R2F9KA40\*

RCS 22/08/2013 #154  
COMPANIES HOUSE

### 1 Company details

Company number 06278378

Company name in full SHP Opportunity Fund General Partner Limited  
(the **Chargor**)

5 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 \*

### 2 Charge creation date

Charge creation date 01/06/2008

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC Bank plc  
(the **Lender**)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

Capitalised terms used and not otherwise defined in this Form MR01 are defined in the charging document accompanying this Form MR01.

The Chargor charged by way of first legal mortgage its interest in the Land referred to in the Schedule 1 to the charging instrument, as set out below

#### Schedule - Land charged by way of legal mortgage

The property known as Cathedral Plaza, Worcester registered with title absolute under freehold title numbers HW66750 and HW52452 and under leasehold title numbers HW66751 and HW55766

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01

Particulars of a charge

8

**Trustee statement** ⓘ

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

Denton's UKMEA LLP

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name AZS/LHD/54318 00341

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode EC4M 7WS

Country

DX DX 242 LONDON

Telephone +44 20 7242 1212



### 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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper**

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 CHARGE**

Company number. 6278378

Charge code: 0627 8378 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2013 and created by SHP OPPORTUNITY FUND GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2013.

DP

Given at Companies House, Cardiff on 28th August 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DENTONS**

LHD/54318 00341/9534266 02

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Dated 21 August 2013  
Signed *for*  
Name PETER ALLEN

Dentons UKMEA LLP

## Supplemental security agreement

Dated 16 August 2013

**SHP Opportunity Fund**  
and  
**SHP Opportunity Fund General Partner Limited**  
(Chargor)

**HSBC Bank plc**  
(Lender)

Dentons UKMEA LLP  
One Fleet Place  
London EC4M 7WS  
United Kingdom  
DX 242

## **Contents**

|          |   |              |
|----------|---|--------------|
| <b>1</b> | <b>Definitions and Interpretation</b>                         | <b>1</b>     |
| <b>2</b> | <b>Creation of Security</b>                                   | <b>1</b>     |
| <b>3</b> | <b>Nature of Security created</b>                             | <b>1</b>     |
| <b>4</b> | <b>Security to be included in Security Agreement</b>          | <b>2</b>     |
| <b>5</b> | <b>Land Registry</b>  | <b>2</b>     |
| <b>6</b> | <b>Tacking</b>  | <b>2</b>     |
| <b>7</b> | <b>General</b>  | <b>2</b>     |
|          | <br><b>Schedule 1 – Land charged by way of legal mortgage</b> | <br><b>3</b> |

## Supplemental security agreement

Dated 16 August 2013

### Between

- (1) **SHP Opportunity Fund General Partner Limited** (incorporated in England & Wales with registered number 06278378) in its capacity as general partner of SHP Opportunity Fund (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 registered number LP012268) (the **General Partner**),
- (2) **SHP Opportunity Fund** (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 registered number LP012268 acting by its general partner SHP Opportunity Fund General Partner Limited (incorporated in England & Wales with registered number 06278378) (the **Partnership**, together with the General Partner, the **Chargors**), and
- (3) **HSBC Bank plc** (the **Lender**)

### Recitals

- A This Deed is supplemental to a security agreement dated 16 November 2011 between the Chargors and the Lender (the **Security Agreement**)
- B The Chargors enter into this Deed in accordance with the terms of a facility agreement dated 31 March 2011 (as amended, varied and restated from time to time) between the Chargors and the Lender (the **Facility Agreement**)
- C It is a requirement of the Facility Agreement that the Chargors enter into this Deed

### It is agreed

#### 1 Definitions and interpretation

- 1.1 Words and expressions defined or referred to in the Facility Agreement and/or the Security Agreement shall have the same meanings in this Deed unless they are expressly defined in it
- 1.2 Clauses 1.2 (*Construction*) to 1.4 (*Effect as a deed*) of the Security Agreement shall apply to this Deed subject to any necessary amendments

#### 2 Creation of Security

Each Chargor charges by way of first legal mortgage its interest in the Land referred to in the Schedule 1

#### 3 Nature of Security created

The Security created under this Deed is 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

#### **4 Security to be included in Security Agreement**

For the purposes of this Deed and the Security Agreement, with effect from the date of this Deed the Security Assets shall include the property and assets of the Chargor mortgaged pursuant to this Deed

#### **5 Land Registry**

The Chargors consent to the registration against the registered titles specified in the Schedule of

- (a) a restriction in the following terms

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated \*\* [date of [this Deed]] in favour of HSBC Bank plc referred to in the charges register or their conveyancer (Form P)", and

- (b) a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents

#### **6 Tacking**

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Chargors on the terms and subject to the conditions of the Finance Documents

#### **7 General**

- 7 1 This Deed is a Finance Document and the Security Agreement shall continue in full force and effect as supplemented by this Deed
- 7 2 The provisions of clause 18 (*Costs and expenses*) of the Security Agreement shall apply to this Deed as it applies to the Security Agreement
- 7 3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed
- 7 4 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

**Executed as a deed and delivered on the date appearing at the beginning of this Deed**

## **Schedule 1 – Land charged by way of legal mortgage**

The property known as Cathedral Plaza, Worcester registered with title absolute under freehold title numbers HW66750 and HW52452 and under leasehold title numbers HW66751 and HW55766

Executed as a deed by )  
SHP Opportunity Fund )  
General Partner Limited )  
acting by a director in the presence )  
of )

TOM BOSTOCK

Signature of witness

MATTHEW MEADEN

Name of witness

MATTHEW MEADEN

Address

Executed as a deed by )  
SHP Opportunity Fund )  
acting by its general partner )  
SHP Opportunity Fund General )  
Partner Limited )  
acting by a director in the presence )  
of )

DOUG STEWART

Signature of witness

ASHLEY RICHARDSON

Name of witness

Ashley Richardson

Address

Signed for and on behalf of )  
HSBC Bank plc )

Executed as a deed by )  
SHP Opportunity Fund )  
General Partner Limited )  
acting by a director in the presence )  
of )

Signature of witness

Name of witness

Address

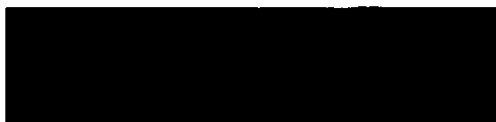
Executed as a deed by )  
SHP Opportunity Fund )  
acting by its general partner )  
SHP Opportunity Fund General )  
Partner Limited )  
acting by a director in the presence )  
of )

Signature of witness

Name of witness

Address

Signed for and on behalf of  
HSBC Bank plc



BERNADETTE WALSH

## APPENDIX A

OPAL TELECOMMUNICATIONS PLC  
IN LIQUIDATIONLIQUIDATOR'S RECEIPTS  
AND PAYMENTS ACCOUNTFOR THE PERIOD FROM 7TH JULY 2010  
TO 6TH JULY 2013

|          | 07.07.2012<br>-06.07.2013<br>£ | 07.07.2010<br>-06.07.2013<br>£ |
|----------|--------------------------------|--------------------------------|
| RECEIPTS | <u>Nil</u>                     | <u>Nil</u>                     |
| PAYMENTS | <u>Nil</u>                     | <u>Nil</u>                     |

## Appendix B

### ADDITIONAL INFORMATION IN RELATION TO LIQUIDATOR'S FEES PURSUANT TO STATEMENT OF INSOLVENCY PRACTICE 9 (SIP9)

#### Policy

Detailed below is Campbell Crossley & Davis policy in relation to -

Staff allocation and the use of subcontractors

Professional advisors

Disbursements

#### Staff allocation and the use of subcontractors

Our general approach to resourcing our assignments is to allocate staff with the skills and experience to meet the specific requirements of the case

The constitution of the case team will usually consist of a Partner, Senior Manager, Manager, Administrator and/or Cashier  
The exact constitution of the case team will depend on the anticipated size and complexity of the assignment

We have not utilised the services of any subcontractors in this case

#### Professional advisors

Details of any professional advisor(s) used will be given in subsequent reports to creditors Unless otherwise indicated the fee arrangements for each will be based on hourly charge out rates, which are reviewed on a regular basis, together with the recovery of relevant disbursements

The choice of professional advisors will be based around a number of factors including, but not restricted to, their expertise in a particular field, the complexity or otherwise of the assignment of their geographic location

#### Disbursements

Category 1 disbursements do not require approval by creditors and generally comprise incidental services specifically identifiable to the case, such as postage, advertising, invoiced travel and external printing, room hire and document storage  
Also chargeable will be any properly reimbursed expenses incurred by staff

We would confirm that this firm does not seek to charge any Category 2 disbursements

#### Charge-out rates

A schedule of Campbell Crossley & Davis charge-out rates was issued to creditors at the time the basis of the Liquidator's remuneration was approved Below are details of this firm's charge out rates which have been applied with effect from 1<sup>st</sup> July 2013

|                       | (Per hour)<br>£ |
|-----------------------|-----------------|
| Liquidator            | 250             |
| Senior Manager        | 175             |
| Manager               | 130             |
| Administrator/Cashier | 95              |

*Please note that this firm records its time in minimum units of 6 minutes.*