

MR01

Particulars of a charge

646770 / 613

IRIS Laserform

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

You can use the WebF
Please go to 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**
You may not use this form to
register a charge where
instrument Use form M1

TUESDAY



LD6 *L30J59VWX* #71
28/01/2014
COMPANIES HOUSE

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

1 Company details

Company number 0 6 2 7 8 3 7 8

Company name in full SHP OPPORTUNITY FUND GENERAL PARTNER LIMITED
(the Chargor)

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 Charge creation date

Charge creation date 2 7 2 0 1 4

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

The freehold property known as land on the north side of Simone Weil Avenue, Ashford registered at the Land Registry with title numbers K980551 and K797636

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 ①

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

☐

① 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 SUKFA CP*

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 **LXG/LHD/SM/054318.00395**

Company name **Dentons UKMEA LLP**

Address **One Fleet Place**

Post town **London**

County/Region

Postcode **E C 4 M 7 W S**

Country

DX **DX 242 LONDON/CHANCERY LANE**

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6278378

Charge code 0627 8378 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2014 and created by SHP OPPORTUNITY FUND GENERAL PARTNER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2014

L.C.

Given at Companies House, Cardiff on 29th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DENTONS

LHD/SM/054318 00395/32371855 01

Supplemental security agreement

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 28/1/2014
Signed [Signature]
Name L. DAVIS
Dentons UKMEA LLP

Dated 27 January 2014 ~~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

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

Supplemental security agreement

Dated 27 January 2014 ~~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 ~~27 January 2014~~ 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 freehold property known as land on the north side of Simone Weil Avenue, Ashford registered at the Land Registry with title numbers K980551 and K797636

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

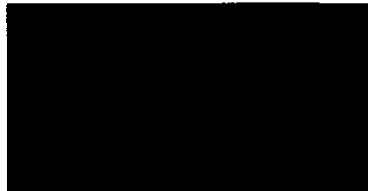
Executed as a deed by)
SHP Opportunity Fund)
acting by its general partner)
SHP Opportunity Fund General)
Partner Limited)
acting by a director in the presence)
of.)

Signature of witness.

Name of witness

Address

Signed for and on behalf of)
HSBC Bank plc)



Lorraine Angus

DENTONS

LHD/SM/054318 00395/32371955 01

Supplemental security agreement

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 28/1/2014

Signed [Signature]

Name CDAMS

Dentons UKMEA LLP

Dated 27th January

2014 LG

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

1	Definitions and Interpretation	1
2	Creation of Security	1
3	Nature of Security created	1
4	Security to be included In Security Agreement	2
5	Land Registry	2
6	Tacking	2
7	General	2
	Schedule 1 – Land charged by way of legal mortgage	3

Supplemental security agreement

Dated 27 January 2014 LG

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 ** 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 freehold property known as land on the north side of Simone Weil Avenue, Ashford registered at the Land Registry with title numbers K980551 and K797636

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

Thomas Bostock

Signature of witness

Name of witness

MATTHEW MEADE ✓

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.

Rorie
Henderson

Signature of witness

Name of witness

MATTHEW MEADE ✓

Address

Signed for and on behalf of
HSBC Bank plc