

10766 1/13
MG01

Particulars of a mortgage or charge



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

MONDAY



LD5 *LB150RG9* 07/02/2011 70
COMPANIES HOUSE

1 Company details

Company number 0 5 4 9 1 6 2 6

Company name in full MEPC Birchwood Park General Partner Limited (the "**Chargor**")

4 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 2 4 1 0 1 1 1 1

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 charge over limited partnership interest (the "**Deed**") dated 24 January 2011 made between (1)
the Chargor and Maurant & Co Trustees Limited as sole trustee of the MEPC Birchwood Park Unit
Trust as chargors and (2) Eurohypo AG, London Branch as agent and security trustee for the
Finance Parties (the "**Agent**")

4 Amount secured

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

Amount secured Please see attached Schedule 1

Capitalised terms in this Form MG01 and the attached continuation
pages, unless otherwise defined, shall have the meanings set out in
Schedule 3 of this Form MG01

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

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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	Eurohypo AG, London Branch							
Address	4th Floor, 90 Long Acre							
	London							
Postcode	W	C	2	E		9	R	A
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	Please see attached Schedule 2
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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

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 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

Olwyny LLP

X

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

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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 **Piotr Giemza-Popowski**

Company name **OLSWANG LLP**

Address **90 High Holborn**

Post town **London**

County/Region

Postcode **W C 1 V 6 X X**

Country

DX **37972 Kingsway**

Telephone **020 7067 3346**



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

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Amount secured

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

Amount secured

SCHEDULE 1

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and of the Chargor and Maurant & Co Trustees Limited as sole trustee of the MEPC Birchwood Park Unit Trust to any Finance Party under each Finance Document, together with costs, charges and expenses incurred by the Agent in connection with the protection or preservation or enforcement of its rights under the Finance Documents or any of them

In accordance with Section 860 of the Companies Act 2006	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 style="text-align: center;">SCHEDULE 2</p> <p>Partnership interests</p> <p>1 To the extent that it does not fall within Clause 3 2 2 of the Deed (as described in paragraph 2 below), the Chargor has assigned and has agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Limited Partnership Agreement</p> <p>2 The Chargor has charged by way of first fixed charge, all its present and future</p> <p>2 1 Limited Partnership Interest,</p> <p>2 2 right to receivables made to it pursuant to the Limited Partnership Agreement, and</p> <p>2 3 Limited Partnership Related Rights</p> <p>Negative pledge</p> <p>1 1 The Chargor agreed that it shall not create or attempt to create or permit to arise or subsist any Security (except for this Security or Permitted Security) on or over any Security Asset</p> <p>1 2 The Chargor (or any entity in which the Chargor has an interest) agreed that it shall not enter into or grant any Security (other than Permitted Security) over its interest in any other limited partnership or any other assets which (taken as a whole and, as applicable, with regard to ensuring such recourse under such Security is limited to the assets secured) are on terms more onerous or restrictive than the terms of the equivalent Security Document</p> <p>1 3 The Chargor (or any entity in which the Chargor has an interest) agreed that it shall not grant rights and remedies to any other party which (taken as a whole with regard to ensuring such rights and remedies are solely in relation to the matters contemplated and assets financed by the transaction documents entered into by such entity) are greater than the rights and remedies available to the Finance Parties under or in connection with the Transaction Documents</p> <p>1 4 The Chargor agreed that it shall not give any guarantee, indemnity or other</p>	

In accordance with Section 860 of the Companies Act 2006	MG01 - continuation page Particulars of a mortgage or charge	
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	<p>assurance to or for the benefit of any person in respect of any obligation or liability of that person or enter into any document under which it assumes any liability of any other person</p> <p>Restriction on dealing</p> <p>The Chargor agreed that it shall not</p> <ol style="list-style-type: none"> 1 sell, transfer or otherwise dispose of any Security Asset (other than by way of a Permitted Disposal) or permit the same to occur, 2 take or permit the taking of any action whereby the rights attaching to any of the Security Assets are amended or as a result of which a further Limited Partnership Interest is obtained <p style="text-align: center;">SCHEDULE 3</p> <p style="text-align: center;">DEFINITIONS</p> <p>"Advisory Agreement" as defined in the Facility Agreement,</p> <p>"Arranger" means Eurohypo AG, London Branch as arranger under the Facility Agreement,</p> <p>"Counterparty" means Eurohypo AG, London Branch as counterparty under the Facility Agreement,</p> <p>"Development Land" as defined in the Facility Agreement,</p> <p>"Facility Agreement" means the £62,425,000 facility agreement dated 15 December 2010 between (among others) the Limited Partnership acting by its general partner the Chargor, the Chargor and the Agent,</p> <p>"Finance Document" means the Debenture, the Limited Partnership Interest Charge, the Mortgage of Shares, the Subordination Agreement, any Fee Letter, a Transfer Certificate, the Hedging Arrangements, a Duty of Care Agreement, the Side Letter (each as defined in the Facility Agreement), the Facility Agreement and any other document designated as such by</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p>MG01 - continuation page Particulars of a mortgage or charge</p>	
<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p>	
	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>the Agent and the Limited Partnership acting by its general partner the Chargor,</p> <p>"Finance Party" means the Agent, the Arranger, the Counterparty or a Lender,</p> <p>"Framework Agreement" as defined in the Facility Agreement,</p> <p>"Lease Document" as defined in the Facility Agreement,</p> <p>"Lender" means Eurohypo AG, London Branch as original lender under the Facility Agreement and any entity which has become and not ceased to be a Party in accordance with the Facility Agreement,</p> <p>"Limited Partners" as defined in the Facility Agreement,</p> <p>"Limited Partnership Agreement" means the limited partnership agreement dated 26 July 2005 and amended and restated on 23 September 2005 and on 21 January 2011 between the Chargor as general partner and Maurant & Co Trustees Limited as sole trustee of the MEPC Birchwood Park Unit Trust as limited partner constituting the Limited Partnership,</p> <p>"Limited Partnership" means MEPC Birchwood Park Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 with registration number LP010616),</p> <p>"Limited Partnership Interest" means, in respect of the Chargor</p> <p>(a) all of its present and future right, title, interest and benefit under, in and to the Limited Partnership Agreement and all of its interest as a limited partner or general partner (as the case may be) of the Limited Partnership whether arising under the Limited Partnership Agreement, law or equity, including but not limited to its Partnership Interest (as defined in the Limited Partnership Agreement), and</p> <p>(b) any right to purchase or otherwise acquire any additional interest in the Limited Partnership, including without limitation any interest in the joint estate of the Limited Partnership,</p> <p>"Limited Partnership Related Rights" means any dividend or interest paid or payable in relation to the Limited Partnership Interest and any rights, warrants, benefits, money or</p>	

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	<p>property accruing or offered at any time in relation to the Limited Partnership Interest by way of dividend, purchase, conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Majority Lenders" as defined in the Facility Agreement</p> <p>"Obligor" means each of the Limited Partnership acting by its general partner the Chargor, the Chargor, MEPC Birchwood Park Holdings No 1 Limited, MEPC Birchwood Park Holdings No 2 Limited, MEPC Birchwood Park No 1 Limited and MEPC Birchwood Park No 2 Limited,</p> <p>"Permitted Disposal" means any sale, lease, transfer or other disposal</p> <p>(a) made with the consent of the Majority Lenders or, in the case of the whole or part of any Property, the consent of all the Lenders and otherwise made in accordance with the Facility Agreement,</p> <p>(b) made in the ordinary course of trading of the disposing entity of assets (other than any assets which are described as being the subject of a mortgage or a fixed charge under any Security Document including, without limit, any Property) in exchange for other assets comparable or superior as to type, value and quality, or</p> <p>(c) of all or part of the Development Land to any person other than an Obligor in respect of which the Agent receives prior written notice and in respect of which the rights and easements attached to such Development Land have been set out in accordance with the Framework Agreement,</p> <p>"Permitted Security" means</p> <p>(a) any lien arising by operation of law and in the ordinary course of trading, or</p> <p>(b) any Security entered into pursuant to any Finance Document,</p> <p>"Property" means any property forming part of Birchwood Park, Warrington specified in the Facility Agreement as described in the Debenture and, where the context so requires, includes any buildings on such property (together, the "Properties"),</p> <p>"Security" means a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a</p>	

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	<p>similar effect,</p> <p>"Security Assets" means the property and rights of the Chargor which are the subject of the Deed,</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Debenture, (b) the Limited Partnership Interest Charge, (c) the Mortgage of Shares, or <p>any other document designated as such by the Agent and the Limited Partnership acting by its general partner the Chargor,</p> <p>"Transaction Document" means</p> <ul style="list-style-type: none"> (a) a Finance Document, (b) a Lease Document, (c) the Limited Partnership Agreement, (d) an Advisory Agreement, (e) a building contract and/or consultant appointment and/or any other document required to be entered into by an Obligor relating to, and in respect of, the Development Land (or part of it) where the conditions set out in Clause 22.6 (Developmental Land) have been satisfied), (f) the associated partnerships agreement, or (g) any other document designated as such by the Agent and the Limited Partnership acting by its general partner the Chargor 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5491626
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER LIMITED
PARTNERSHIP INTEREST DATED 24 JANUARY 2011 AND
CREATED BY MEPC BIRCHWOOD PARK GENERAL PARTNER
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY EACH OBLIGOR AND MOURANT &
CO TRUSTEES LIMITED AS SOLE TRUSTEE OF THE MEPC
BIRCHWOOD PARK UNIT TRUST TO ANY FINANCE PARTY 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 7 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES