

MG01

Particulars of a mortgage or charge



230289/91

A fee is payable with this form.

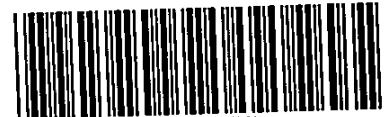
We will not accept this form unless you send the correct fee

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

FRIDAY



L15AE9UH

LD6

23/03/2012

#76

COMPANIES HOUSE

1

Company details

Company number 3 4 0 6 6 1 8

Company name in full Grosvenor Management Limited in its own capacity and in its capacity as
general partner of Grosvenor London Office Fund (the **Chargor**)

→ **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 d1 d9 m0 m3 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 supplemental security agreement dated 19 March 2012 (the **Deed**) between,
amongst others, the **Chargor** and the **Agent** (as defined below)

4

Amount secured

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

Amount secured 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 (as defined below) to
each Finance Party (as defined below) under each
Finance Document (as defined below) including those
obligations and liabilities as they are amended by
the Fourth Supplemental Agreement (as defined
below) (the **Secured Liabilities**)

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 Lloyds TSB Bank plc (the **Agent**) as agent and trustee

Address for the Finance Parties (as defined below)

25 Gresham Street, London

Postcode E C 2 V 7 H N

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 continuation sheets

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

SHORT PARTICULARS CONTINUATION SHEET

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Partnership Interest

The Chargor charges by way of a first fixed equitable charge

- (a) its Partnership Interest, and
- (b) its rights under the Partnership Agreement including any Advance or Deficit Loans

1.3 Shares

The Chargor charges by way of a first equitable mortgage

- (a) all the Shares owned by it or held by any nominee on its behalf, and
- (b) all Related Rights

1.4 Restrictions on dealing

The Chargor shall not

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Original Security Agreement and any Permitted Security Interest, or
- (b) sell, transfer, grant, or, subject to clause 17.2 of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under clause 3.1 of the Original Security Agreement

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>2. INTERPRETATION</p> <p>In this form MG01</p> <p>10 Grosvenor Street Partnership means The Grosvenor Street Limited Partnership registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 and with registration number LP007658</p> <p>Accession Document means a Counterparty Accession Agreement or a Subsidiary Chargor Accession Agreement</p> <p>Additional Counterparty means a bank or financial institution who becomes, with the approval of the Majority Banks, a Counterparty after the date of the Credit Agreement</p> <p>Additional Subsidiary Chargor means a company, limited partnership or trustee which becomes a Subsidiary Chargor in accordance with clause 27.6 of the Credit Agreement</p> <p>Advance means in relation to each limited partner in the 10 Grosvenor Street Partnership, any loan to the 10 Grosvenor Street Partnership howsoever made or procured by that limited partner for the avoidance of doubt, not including any Deficit Loan</p> <p>Arranger means Lloyds TSB Bank plc and Barclays Corporate</p> <p>Bank means a financial institution listed in schedule 1 to the Credit Agreement</p> <p>Borrower means Grosvenor Management Limited registered in England and Wales with registered number 3406618 as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund (under change of name from GMETRO) registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP6666</p> <p>Credit Agreement means the means the £110,000,000 credit agreement dated 16 September, 2005 between (among others) the parties to the Original Security Agreement as amended and restated from time to time</p> <p>Commitment means</p> <p>(a) in relation to a Bank which is a Bank on the Effective Date, the amount in Sterling set opposite its name in schedule 1 to the Credit Agreement and the amount of any other Bank's Commitment acquired by it under clause 27 of the Credit Agreement, and</p> <p>(b) in relation to a Bank which becomes a Bank after the Effective Date, the amount of any other Bank's Commitment acquired by it under clause 27 of the Credit Agreement,</p> <p>to the extent not cancelled, transferred or reduced under the Credit Agreement</p> <p>Company means 10 Grosvenor Street Limited registered in England and Wales with registered number 03872186</p> <p>Confirmatory Security Agreement means an English law governed confirmatory security</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	<p>agreement entered into by an Obligor to re-confirm the Security Interests created by a Security Document</p> <p>Counterparty means the Original Counterparty or an Additional Counterparty</p> <p>Counterparty Accession Agreement means a letter, substantially in the form of part 2 of schedule 5 of the Credit Agreement, with such amendments as the Agent may approve or reasonably require</p> <p>Deficit Loan means a loan made under clause 10 5 1 of the Partnership Agreement</p> <p>Effective Date means 19 March 2012</p> <p>Fee Letter means the letter dated the date of the Credit Agreement between the Arranger and the Borrower setting out the amount of various fees referred to in clause 21 of the Credit Agreement</p> <p>Finance Document means</p> <ul style="list-style-type: none"> (a) the Credit Agreement, (b) the First Supplemental Agreement, (c) the Second Supplemental Agreement, (d) the Third Supplemental Agreement, (e) the Fourth Supplemental Agreement, (f) a Security Document, (g) any Hedging Arrangement, (h) the Fee Letter, (i) the Supplemental Fee Letter, (j) a Fourth Supplemental Fee Letter, (k) a Novation Certificate, (l) an Accession Document, (m) a Resignation Request, or <p>any other document designated as such by the Agent and the Borrower</p> <p>Finance Party means an Arranger, a Bank, a Counterparty or the Agent</p> <p>First Supplemental Agreement means the supplemental agreement dated 28 June 2007 between, amongst others, the Borrower and the Agent relating to the Credit Agreement</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	<p>Fourth Supplemental Agreement means the supplemental agreement dated 19 March 2012 between, amongst others, the Borrower and the Agent relating to the Credit Agreement</p> <p>Fourth Supplemental Fee Letter has the meaning given to it in the Fourth Supplemental Agreement</p> <p>General Partner means Grosvenor Management Limited registered in England and Wales with registered number 3406618</p> <p>Hedging Arrangement means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement</p> <p>Loan means the principal amount of each borrowing by the Borrower under the Credit Agreement or the principal amount outstanding of that borrowing</p> <p>Majority Banks means, at any time</p> <p>(a) Banks</p> <p>(i) whose participations in the Loans then outstanding aggregate more than 66⅔ per cent of all the Loans then outstanding, or</p> <p>(ii) if there are no Loans then outstanding, whose Commitments then aggregate more than 66⅔ per cent of the Total Commitments, or</p> <p>(iii) if there are no Loans then outstanding and the Total Commitments have been reduced to nil, whose Commitments aggregated more than 66⅔ per cent of the Total Commitments immediately before the reduction, or</p> <p>(b) in relation to clauses 18.16 of the Credit Agreement or 19.8 of the Credit Agreement, Banks and Counterparties</p> <p>(i) whose participations in the Loans then outstanding and whose mark-to-market exposure under the Hedging Arrangements aggregate more than 66⅔ per cent of all the Loans then outstanding and the aggregate of the mark-to-market exposure of all Counterparties under the Hedging Arrangements, or</p> <p>(ii) if there are no Loans then outstanding and no mark-to-market exposure of any Counterparty under the Hedging Arrangements, whose Commitments then aggregate more than 66⅔ per cent of the Total Commitments, or</p> <p>(iii) if there are no Loans then outstanding, the Total Commitments have been reduced to nil and there is no mark-to-market exposure of any Counterparty under the Hedging Arrangements, whose Commitments aggregated more than 66⅔ per cent of the Total Commitments immediately before the reduction</p> <p>Novation Certificate has the meaning given to it in clause 27.3 of the Credit Agreement</p> <p>Obligor means the Borrower, the General Partner or a Subsidiary Chargor</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

Original Counterparty means Lloyds TSB Bank plc and Barclays Bank plc as counterparties to certain hedging arrangements

Original Security Agreement means the security agreement dated 15 August 2007 between, amongst others, the Chargor and the Agent

Original Subsidiary Chargor means

- (a) Almack House Limited (registered in England and Wales with registration number 3872117),
- (b) Belgrave House Investment Limited (registered in England and Wales with registration number 3872192),
- (c) Victoria Investments (London) Limited (registered in England and Wales with registration number 3414161),
- (d) 40 Grosvenor Place (GP) Limited (registered in England and Wales with registration number 6240915),
- (e) 40 Grosvenor Place (Nominee) Limited (registered in England and Wales with registration number 6240918),
- (f) 40 Grosvenor Place Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP012344),
- (g) Maurant Property Trustees Limited (registered in Jersey with registration number 87660) in its capacity as trustee of Belgrave House Unit Trust, and
- (h) Maurant & Co Trustees Limited (registered in Jersey with registration number 18478) in its capacity as trustee of Belgrave House Unit Trust

Partnership Agreement means the deed dated 25 September 2007 between the General Partner and the limited partners named therein constituting the Borrower, which superseded the deed dated 3 December 1999 between the General Partner and the limited partners named therein previously constituting the Borrower (as amended by a deed of variation dated 31 August 2005 between those parties)

Partnership Interest means all interests of the partners in the 10 Grosvenor Street Partnership and any Partnership Property and shall include, without limitation, any entitlement of such partner to the capital contributions made to the 10 Grosvenor Street Partnership by its partners and to undrawn profits and otherwise howsoever in accordance with the Partnership Agreement but excluding the amount of any Advances or Deficit Loans (each as defined in the Partnership Agreement) made by the relevant partner to the 10 Grosvenor Street Partnership

Partnership Property means all the cash, property (both tangible and intangible) and other undivided joint property of and for the time being held by or on behalf of the 10 Grosvenor Street Partnership

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>Permitted Security Interest has the meaning given to it in the Credit Agreement</p> <p>Related Rights means</p> <ul style="list-style-type: none"> (a) any dividend, interest or other distribution paid or payable in relation to any Shares, and (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise <p>Resignation Request means a letter in the form of schedule 6 to the Credit Agreement, with such amendments as the Agent may approve or reasonably require</p> <p>Second Supplemental Agreement means the supplemental agreement dated 31 July 2008 between, amongst others, the Borrower and the Agent relating to the Credit Agreement</p> <p>Security Assets means all assets of the Chargor the subject of any security created by the Deed</p> <p>Security Agreement means the security agreement entered into or to be entered into by each Obligor in favour of the Agent, in substantially the form of schedule 8 to the Credit Agreement with such amendments as the Agent may approve or reasonably require</p> <p>Security Document means</p> <ul style="list-style-type: none"> (a) a security document listed in schedule 7 to the Credit Agreement, (b) <ul style="list-style-type: none"> (i) a Security Agreement, (ii) a Supplemental Security Agreement, (iii) the Security Interest Agreement, or (iv) a Confirmatory Security Agreement, in each case entered into after the date of the Fourth Supplemental Agreement, (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or (d) any other document designated as such by the Agent and the relevant Obligor <p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p> <p>Security Interest Agreement means the Jersey law security interest agreement between an Obligor and the Agent creating security over units in a Jersey law unit trust</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	<p>Shares means all of the shares in the Company</p> <p>Sterling means the lawful currency for the time being of the United Kingdom</p> <p>Subsidiary Chargor means an Original Subsidiary Chargor or an Additional Subsidiary Chargor</p> <p>Subsidiary Chargor Accession Agreement means a letter, substantially in the form of part 3 of schedule 5 to the Credit Agreement, with such amendments as the Agent may approve or reasonably require</p> <p>Supplemental Fee Letter has the meaning given to that term in the Third Supplemental Agreement</p> <p>Supplemental Security Agreement means a supplemental security agreement in the form of schedule 8 to the Credit Agreement with such amendments as the Agent may approve or reasonably require</p> <p>Third Supplemental Agreement means the supplemental agreement dated 1 September 2010 between, amongst others, the Borrower and the Agent relating to the Credit Agreement</p> <p>Total Commitments means the aggregate for the time being of the Commitments, being £200,000,000 at the Effective Date</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	
-------------------	--

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 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

Please sign the form here

Signature

Signature

X *Allen & Ory 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 Michael Cassone

Company name Allen & Overy LLP

Address One Bishops Square

London

Post town

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3406618

CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 19 MARCH 2012 AND CREATED BY
GROSVENOR MANAGEMENT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
EACH 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 23 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES