

MG01

Particulars of a mortgage or charge

725660/104



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LASERFORM

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

You cannot use this
particulars of a charge
company To do this
form MG01s

TUESDAY



A30

A6MCQNLC

21/09/2010

COMPANIES HOUSE

124

ease

/uk

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**)

6

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

d1 d4 m0 m9 y2 y0 y1 y0

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 confirmatory security agreement dated 14 September 2010 (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 Third Supplemental Agreement (as defined below)
(the **Secured Liabilities**)

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 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 continuation sheets attached

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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 Allen & Overy 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 **Flyin Fayeye BK 14974088**

Company name
Allen & Overy LLP

Address
One Bishops Square

Post town
London

County/Region

Postcode
E 1 6 A D

Country

DX

Telephone **0203 088 2246**



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

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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 OF ALL THE PROPERTY MORTGAGED OR CHARGED

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.
- (c) All the security created under the Deed
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement
- (d) Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when the Deed still has effect

1.2 Land

- (a) The Chargor has charged
 - (i) by way of a first legal mortgage all its estates and interests in the property specified in schedule 1 (Real Property) to the Original Security Agreement, other than the Released Properties, which have subsequently been released

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from the security created under the Original Security Agreement, (the properties charged under clause 2.2 (Land) of the Deed being set out in Schedule 1 (Real Property) to this Form MG01),

- (b) The Chargor has charged by way of a first fixed charge
- (i) (to the extent they are not the subject of a mortgage under subparagraph 2(a)(i) of the Deed) all its respective estates or interests in the property specified in Schedule 1 (Real Property) to this Form MG01,
 - (ii) its rights under the Trust Arrangements (if any),
 - (iii) all plant and machinery owned by the Chargor on the Mortgaged Property and its interests in any plant or machinery in its possession on the Mortgaged Property,
 - (iv) all its benefits in respect of the Insurances and all claims and returns of premiums in respect of them,
 - (v) (to the extent they are not subject to an effective assignment under clause 2.3 (Assignment) of the Deed) all its rights under any Hedging Arrangement,
 - (vi) (to the extent they are not subject to an effective assignment under clause 2.3 (Assignment) of the Deed) all its rights under each Occupational Lease,
 - (vii) the benefit of all licences, consents and authorizations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any subparagraph other than subparagraph (vii) in clause 2.2 (Land) of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them,
 - (viii) its rights under the appointment of any managing agent of the Mortgaged Property; and
 - (ix) its rights under any agreement relating to the purchase of the Mortgaged Property by the Chargor

1.3 Assignment

The Chargor has assigned absolutely to the Agent by way of security all its respective rights and interests in:

- (a) all Rental Income and any guarantee of Rental Income; and
- (b) any Hedging Arrangements

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1.4 Miscellaneous

A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes

- (a) all buildings and Fixtures on that property,
- (b) the proceeds of sale of any part of that property, and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

1.5 Floating Charge

- (a) The Chargor has charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2.5 (Floating Charge) of the Deed
- (b) Except as provided below, the Agent may by notice to a Chargor convert the floating charge created by clause 2.5 (Floating Charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding; or
 - (ii) the Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by clause 2.5 (Floating Charge) of the Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created by clause 2.5 (Floating Charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by clause 2.5 (Floating Charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

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Short particulars	<p>2. RESTRICTIONS ON DEALING</p> <p>The Chargor shall not</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created under the Deed and any Permitted Security Interest, or</p> <p>(b) sell, transfer, grant, or, subject to clause 17 2 (Occupational Leases) of the Credit Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for a disposal.</p> <p>(i) in the ordinary course of trade of any Security Asset subject to the floating charge created under clause 2 5 (Floating Charge) of the Deed, or</p> <p>(ii) pursuant to the Approved Dissolution.</p> <p>3. INTERPRETATION</p> <p>In this Form MG01:</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 which becomes a Subsidiary Chargor in accordance with clause 26 5 (Additional Subsidiary Chargors) of the Credit Agreement.</p> <p>Additional Property means any real property the security over which is created by a Security Document entered into after the first Drawdown Date, as described in that Security Document, and, where the context so requires, includes the buildings on that Additional Property</p> <p>Approved Dissolution means the dissolution of The Moorgate Investment Partnership in circumstances where the Agent has confirmed that it is satisfied (in each case acting reasonably) that:</p> <p>(a) the beneficial interest in the Original Property known as 25 Moorgate, London EC2, has or will be transferred to Grosvenor Strategic Developments Limited (registered in England and Wales with registered number 3219994) (GSDL),</p> <p>(b) the legal interests in that Property remain owned by Moorgate A Limited (registered in England and Wales with registration number 3940539) and</p>	

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Short particulars	<p>Moorgate B Limited (registered in England and Wales with registration number 3940766),</p> <p>(c) the Moorgate Investment Partnership has ceased to be a Subsidiary Chargor in accordance with clause 26 6 (Resignation of a Subsidiary Chargor) of the Credit Agreement, and</p> <p>(d) it has received such authorisations and other documents, opinions and assurances as it has notified the Borrower are necessary or desirable to ensure that no Finance Party is prejudiced by the dissolution, transfer and resignation</p> <p>Arranger means Lloyds TSB Bank plc</p> <p>Bank means a financial institution listed in Schedule 1 (Banks and Commitments) 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>Commitment means:</p> <p>(a) in relation to a Bank which is a Bank on the date of the Credit Agreement, the amount in Sterling set opposite its name in Schedule 1 (Banks and Commitments) to the Credit Agreement and the amount of any other Bank's Commitment acquired by it under clause 26 (Changes to the Parties) of the Credit Agreement, and</p> <p>(b) in relation to a Bank which becomes a Bank after the date of the Credit Agreement, the amount of any other Bank's Commitment acquired by it under clause 26 (Changes to the Parties) of the Credit Agreement,</p> <p>to the extent not cancelled, transferred or reduced under the Credit Agreement</p> <p>Confirmatory Security Agreement means an English law governed confirmatory security agreement, entered into, or to be entered into by each Obligor in favour of the Agent</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 (Form of Accession Documents) to the Credit agreement, with such amendments as the Agent may approve or reasonably require</p>	

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Credit Agreement 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 by the Third Supplemental Agreement.

Drawdown Date means the date of the advance of a Loan

Effective Date means 16 September 2010, provided that on or before that date the Agent gives the notification to the Borrower and the Banks under Clause 2(b) (Amendments) of the Third Supplemental Agreement, or such other date as the Borrower and the Agent may agree

Event of Default means an event specified as such in clause 18 1 (Events of Default) of the Credit Agreement

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 20 (Fees) of the Credit Agreement

Finance Document means

- (a) the Credit Agreement;
- (b) the First Supplemental Agreement,
- (c) the Second Supplemental Agreement,
- (d) the Third Supplemental Agreement;
- (e) a Security Document,
- (f) any Hedging Arrangement;
- (g) the Fee Letter,
- (h) a Novation Certificate,
- (i) an Accession Document;
- (j) a Resignation Request; or

any other document designated as such by the Agent and the Borrower

Finance Party means the Arranger, a Bank, a Counterparty or the Agent

First Supplemental Agreement means the supplemental agreement dated 28 June 2007 between, amongst others, the Borrower and the Agent relating to the Credit Agreement

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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>Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.</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>Insurances means all contracts and policies of insurance taken out by or on behalf of the Chargor in connection with the Mortgaged Property or (to the extent of its interest) in which the Chargor has an interest in connection with the Mortgaged Property</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, Banks</p> <ul style="list-style-type: none"> (a) whose participations in the Loans then outstanding aggregate more than 66⅔ per cent. of all the Loans then outstanding, or (b) if there are no Loans then outstanding, whose Commitments then aggregate more than 66⅔ per cent. of the Total Commitments, or (c) if there are no Loans 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 <p>Mortgaged Property means any freehold or leasehold property the subject of the security created by the Original Security Agreement</p> <p>Novation Certificate means a certificate substantially in the form of Part 1 to Schedule 5 (Form of Accession Documents) to the Credit Agreement</p> <p>Obligor means the Borrower, the General Partner or a Subsidiary Chargor</p> <p>Occupational Lease means any immediate occupational lease or licence or other right of occupation to which a Property may be subject from time to time</p> <p>Original Counterparty means Lloyds TSB Bank plc</p> <p>Original Property means:</p> <ul style="list-style-type: none"> (a) Almack House, 28 King Street, London, SW1, (b) 109 to 118 Old Broad Street, London, EC2, 	

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Please give the short particulars of the property mortgaged or charged

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(c) 40 Grosvenor Place, London, SW1, or

(d) 25 Moorgate, London, EC2,

each as more particularly described in schedule 1 (Real Property) to the Original Security Agreement.

Original Security Agreement means a security agreement dated 19 September 2005 between, amongst others, the Chargor and the Agent

Original Subsidiary Chargor means

(a) the Chargor;

(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

Permitted Security Interest means

(a) a Security Interest granted under a Finance Document or with the prior consent of the Majority Banks,

(b) a lien and rights of set-off arising by operation of law (or by a contractual term having similar effect) and in the normal course of business securing amounts not more than 30 days overdue,

(c) any Security Interest which consists of a retention of title arrangement arising in the ordinary course of trading on normal commercial terms,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) any Security Interest which relates to the payment of security for costs and expenses of legal proceedings,</p> <p>(e) any Security Interest which relates to liens for taxes not yet paid provided that (unless payment of such taxes is being disputed in good faith) these taxes do not remain unpaid for more than 30 days once due,</p> <p>(f) any Security Interest which relates to liens for judgments in legal or other proceedings which are being contested in good faith,</p> <p>(g) any easement or rights of way or similar rights;</p> <p>(h) any Security Interest arising under netting provisions of (or any requirement of any relevant exchange to make margin payments in respect of) any Hedging Arrangements,</p> <p>(i) any netting or set-off arrangements or arrangements to combine bank accounts entered into in the normal course of the banking arrangements of an Obligor in connection with the netting of debit and credit balances held by a bank, or</p> <p>(j) any Security Interest over any asset acquired by an Obligor which exists at the time of, and is not created in contemplation of, such acquisition, provided that such Security Interest is discharged and released within six months thereafter</p> <p>Property means an Original Property or an Additional Property</p> <p>Released Properties means each of.</p> <p>(i) 109 to 118 Old Broad Street, London, EC2 (title number NGL731926),</p> <p>(ii) 40 Grosvenor Place, London SW1 (title number NGL753206), and</p> <p>(iii) 25 Moorgate, London EC2 (title numbers NGL797565 and NGL797368)</p> <p>Rental Income means the aggregate of all amounts payable to or for the account of an Obligor in connection with the letting of all or part of a Property, including (but not limited to) each of the following amounts.</p> <p>(a) rent (and any amount equivalent to rent) payable,</p> <p>(b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927,</p> <p>(c) any rent payable to an Obligor by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954,</p>	

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- (d) any sum received from any deposit held as security for performance of any tenant's obligations,
- (e) a sum equal to any apportionment of rent allowed in favour of an Obligor under the contract for the purchase of a Property,
- (f) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting in a Property and any fixture on a Property for display or advertisement, on licence or otherwise,
- (g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (h) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, an Obligor) in furtherance of the proceedings or claim,
- (i) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent;
- (j) any sum payable, or the value of any consideration to be given, by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement,
- (k) any sum payable by any guarantor of any occupational tenant under any Occupational Lease, and
- (l) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above

Resignation Request means a letter in the form of Schedule 6 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Agent may approve or reasonably require

Second Supplemental Agreement means the supplemental agreement dated 31 July 2008 between, amongst others, the Borrower and the Agent relating to the Credit Agreement

Security Agreement means an agreement entered into by entered into by the Obligor in favour of the Agent, in substantially the form of Schedule 7 (Form of Security Agreement) to the Credit Agreement, with such amendments as the Agent may approve or reasonably require

Security Asset means all assets of the Chargor the subject of any security created by the Deed

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Security Document means

- (a) a Security Agreement,
- (b) a Supplemental Security Agreement,
- (c) the Security Interest Agreement,
- (d) a Confirmatory Security Agreement;
- (e) 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
- (f) any other document designated as such by the Agent and the relevant Obligor

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

Security Interest Agreement means the Jersey law security interest agreement between the Borrower, the General Partner and the Agent creating security over units in Belgrave House Unit Trust dated 28 June 2007.

Sterling means the lawful currency for the time being of the United Kingdom

Subsidiary Chargor means an Original Subsidiary Chargor or an Additional Subsidiary Chargor

Subsidiary Chargor Accession Agreement means a letter, substantially in the form of Part 3 of Schedule 5 (Form of Accession Documents) to the Credit Agreement, with such amendments as the Agent may approve or reasonably require.

Supplemental Security Agreement means a supplemental security agreement in the form of Schedule 8 (Form of Supplemental Security Agreement) to the Credit Agreement with such amendments as the Agent may approve or reasonably require.

Third Supplemental Agreement means the supplemental agreement dated 1 September between, amongst others, the Borrower, the Chargor and the Agent

Total Commitments means the aggregate for the time being of the Commitments, being £110,000,000 at the Effective Date

Trust Arrangement means

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- (a) the notice of agreement establishing the trust arrangements dated 17 December 1999 between the Chargor and Grosvenor Management Limited, or
- (b) the notice of agreement establishing the trust arrangements dated 17 December 1999 between 111 Old Broad Street Limited and Grosvenor Management Limited, or
- (c) the notice of agreement establishing the trust arrangements dated on or about 16 September 2005 from Moorgate A Limited, Moorgate B Limited to The Moorgate Investment Partnership, or
- (d) any document pursuant to which the relevant Subsidiary Chargor holds the part of a Property referred to therein on trust for the Borrower or another Additional Subsidiary Chargor

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Short particulars

SCHEDULE 1

REAL PROPERTY UNDER THE DEED

- 1 Almack House, 28 King Street, London, SW1, title number NGL769429



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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY
AGREEMENT DATED 14 SEPTEMBER 2010 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 21 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 SEPTEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES