

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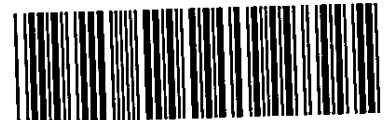
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **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  
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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. It will be scanned and placed on the public record. **Do not send the original.**



\*A3GLSYOX\*

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17/09/2014

#133

COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number 0 3 4 0 6 6 1 8  
Company name in full Grosvenor Management Limited

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 d 1 d 5 m 0 m 9 y 2 y 0 y 1 y 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 BNP Paribas (as Security Agent)

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	<b>Brief description</b>	
Brief description  ✓	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
	Freehold land and buildings known as Almack House, 26-28 King Street, London, SW1 6QW with title number NGL769429 Freehold land and buildings known as Belgrave House, 76 Buckingham Palace Road, London, SW1 with title number NGL813026 Freehold land and buildings known as 11-13 Holborn Viaduct (also known as Fleet Place House, 2 Fleet Place), London, EC4 with title number NGL760854 Freehold land and buildings known as 9-13 Grosvenor Street, London W1K 4QA with title number NGL806315	
5	<b>Other charge or fixed security</b>	
✓	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
6		<b>Floating charge</b>
✓		
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7		<b>Negative Pledge</b>
8	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  <input type="checkbox"/>	<b>1</b> This statement may be filed after the registration of the charge (use form MR06)
	Please sign the form here  Signature  X Allen & Overy LLP on behalf of the Chargee  This form must be signed by a person with an interest in the charge	
9		<b>Signature</b>
Signature		

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Rosie Marston

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 0203 088 3392



### 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 [enquires@companieshouse.gov.uk](mailto:enquires@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: 3406618

Charge code: 0340 6618 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2014 and created by GROSVENOR MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2014

P

Given at Companies House, Cardiff on 19th September 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Except for material redacted pursuant to S859G of the Companies Act 2006  
I certify that this is a correct copy of the original document.*

*Allen & Overy LLP*  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
UNITED KINGDOM  
15.09.14

ALLEN & OVERY

Allen & Overy LLP

## SECURITY AGREEMENT

between

**GROSVENOR MANAGEMENT LIMITED**  
as general partner of the limited partnership carrying on  
business under the name of GROSVENOR LONDON OFFICE FUND

**GROSVENOR MANAGEMENT LIMITED**  
as General Partner

and others as Subsidiary Chargors

and

**BNP PARIBAS** as Security Agent

relating to a portfolio of properties

15 September 2014

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**THIS DEED** is dated 15 September 2014

**BETWEEN**

- (1) **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** (registered in England and Wales as a limited Partnership under the Limited Partnerships Act 1907 and with registration number LP6666 (as the Borrower),
- (2) **GROSVENOR MANAGEMENT LIMITED** (registered in England and Wales with registered number 3406618) (as the General Partner);
- (3) **10 GROSVENOR STREET LIMITED** (registered in England and Wales with registration number 03872186), **ALMACK HOUSE LIMITED** (registered in England and Wales with registration number 3872117), **BELGRAVE HOUSE INVESTMENT LIMITED** (registered in England and Wales with registration number 3872192), **9-13 GROSVENOR STREET (GP) LIMITED** (registered in England and Wales with registration number 04068541), **9-13 GROSVENOR STREET (GP) LIMITED** as general partner of the limited partnership carrying on business under the name of **THE GROSVENOR STREET LIMITED PARTNERSHIP** (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP007658), **PAVILION PROPERTY TRUSTEES LIMITED** (registered in Jersey with registration number 87660) and **PAVILION TRUSTEES LIMITED** (registered in Jersey with registration number 18478) in their capacities as trustees of the Belgrave House Unit Trust, **PAVILION PROPERTY TRUSTEES LIMITED** (registered in Jersey with registration number 87660) and **PAVILION TRUSTEES LIMITED** (registered in Jersey with registration number 18478) in their capacities as trustees of Fleet Place Unit Trust (each a **Subsidiary Chargor**), and
- (4) **BNP PARIBAS** (the Security Agent) as agent and trustee for the Secured Parties (as defined in the Credit Agreement defined below)

**BACKGROUND**

- (A) The Chargors enter into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed

**Act** means the Law of Property Act 1925.

**Chargor** means the Borrower, a Subsidiary Chargor or the General Partner

**Credit Agreement** means the £201,000,000 credit agreement dated on or about the date of this Deed between (among others) the parties to this Deed

**Dangerous Substance** means any radioactive emissions and any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to man or any other living organism or damaging the environment or public health or welfare, including any controlled, special, hazardous, toxic, radioactive or dangerous waste

**Environmental Law** means any law, regulation, code of practice, circular, guidance notice or the like (whether in the United Kingdom or elsewhere) concerning the protection of human health or the environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Dangerous Substances

**Environmental Licence** means any permit, licence, authorisations, consent or other approval required by any Environmental Law

**Fixtures** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property

**Insurances** means all contracts and policies of insurance taken out by or on behalf of the Chargors in connection with the Mortgaged Property or (to the extent of its interest) in which the Chargors have an interest in connection with the Mortgaged Property

**LP Chargor** means

- (a) the Borrower,
- (b) the General Partner, and
- (c) the 10 Grosvenor Street GP

**Mortgaged Property** means any freehold or leasehold property the subject of the security created by this Deed

**Partnership Deed** means the deed dated 12 June 2001 between the 10 Grosvenor Street GP and the limited partners named therein constituting the 10 Grosvenor Street Partnership (as amended by a deed of variation dated 29 June 2007 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 Deed but excluding the amount of any Advances or Deficit Loans (each as defined in the Partnership Deed) 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

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property

**Premises** means all buildings and erections included in the definition of **Security Assets**

**Receiver** means an administrative receiver, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case, appointed under this Deed

**Related Rights** means

- (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

**Secured Liabilities** means 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 to any Finance Party under each Finance Document

**Security Assets** means all assets of the Chargors the subject of any security created by this Deed

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**Shareholding Chargor** mean

- (a) the Borrower,
- (b) the General Partner, and
- (c) 10 Grosvenor Street Limited

**Shares** means all the shares of each of the entities listed in Schedule 1 (Shares) to this Deed

## **1.2 Construction**

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Agreement are to be construed as references to this Deed
- (c) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
  - (i) the term this **Security** means any security created by this Deed, and
  - (ii) a reference to any asset includes present and future properties, revenues and rights of every description
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any

purported disposition of the Mortgaged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

- (f) Each mortgage, charge and assignment created under this Deed is made by the Chargors with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (g) If an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the person that paid that amount or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## **2. FIXED SECURITY**

### **2.1 General**

- (a) All the security created under this Deed
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of each Chargor, and
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities
- (b) The Security Agent holds the benefit of this Deed on trust for the Finance Parties

### **2.2 Creation of fixed security**

Each Chargor, as security for the payment of all the Secured Liabilities, charges in favour of the Security Agent

- (a) by way of a first legal mortgage all estates and interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 2 (Real Property), and
- (b) by way of a first fixed charge
  - (i) (to the extent they are not subject to a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property now or subsequently owned by it (including, without limitation, the real property specified in Schedule 2 (Real Property)),
  - (ii) (to the extent they are not subject to an effective assignment under Clause 2 3 (Assignment) below) all its rights under the Trust Arrangements (if any),
  - (iii) all plant and machinery owned by it on the Mortgaged Property and its interests in any plant or machinery in its possession on the Mortgaged Property,
  - (iv) (to the extent they are not subject to an effective assignment under Clause 2 3 (Assignment) below) 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) below) all its rights under any Hedging Arrangement,
- (vi) (to the extent they are not subject to an effective assignment under Clause 2 3 (Assignment) below) all its rights under each Occupational Lease,
- (vii) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them,
- (viii) (to the extent they are not subject to an effective assignment under Clause 2 3 (Assignment) below) all its rights under the appointment of any Managing Agent and any Property Manager, and
- (ix) its rights under any agreement relating to its purchase of the Mortgaged Property

### **2.3 Assignment**

Each Chargor assigns absolutely to the Security Agent by way of security all its rights and interests

- (a) in respect of all Rental Income and any guarantee of Rental Income,
- (b) under any Hedging Arrangements,
- (c) under the Trust Arrangements (if any),
- (d) in respect of the Insurances and all claims and returns of premiums in respect of them, and
- (e) under the appointment of any Managing Agent and any Property Manager

### **2.4 Partnership Interest**

Each LP Chargor charges by way of a first fixed equitable charge

- (a) its Partnership Interest, and
- (b) its rights under the Partnership Deed including any Advances or Deficit Loans (each as defined in the Partnership Deed)

### **2.5 Shares**

Each Shareholding 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 in respect of the Shares owned by it or held by any nominee on its behalf

### **2.6 Miscellaneous**

A reference in this 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 relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants

### **3. FLOATING CHARGE**

#### **3.1 Creation of floating charge**

Each Chargor (other than the Borrower), as security for the payment of all of the Secured Liabilities, charges in favour of the Security Agent by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (Fixed Security)

#### **3.2 Conversion**

- (a) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Deed into a fixed charge as regards all or any of the assets of that Chargor specified in the notice if
  - (i) an Event of Default is outstanding, or
  - (ii) the Security Agent reasonably 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
- (b) The floating charge created by this Clause 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
- (c) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator
- (d) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

### **4. REPRESENTATIONS AND WARRANTIES**

#### **4.1 Representations and Warranties**

Each Chargor makes the representations and warranties set out in this Clause 4 to the Security Agent in respect of itself only

#### **4.2 Certificate of Title**

To the best of its knowledge and belief after due enquiry

- (a) the factual information provided to the solicitors who prepared any Certificate of Title for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given,

- (b) the information referred to in paragraph (a) above was at the date it was expressed to be given complete and did not omit any material information which, if disclosed, would be reasonably likely materially and adversely to affect the decision of a person considering whether to enter into the Credit Agreement, and
- (c) since the date of any information referred to in paragraph (a) above nothing has occurred which renders that information untrue or misleading in any material respect and which, if disclosed, would be reasonably likely to have a material adverse effect on the decision of a person considering whether to enter into the Credit Agreement

#### **4.3 The Mortgaged Property**

Save as disclosed in any Certificate of Title

- (a) Almack House Limited is the legal owner of, and the General Partner on behalf of the Borrower is the beneficial owner of, the Mortgaged Property known as Almack House, 26-28 King Street, London, SW1 6QW,
- (b) Pavilion Property Trustees Limited and Pavilion Trustees Limited in their capacities as the trustees of the Belgrave House Unit Trust are the legal owners of, and the unitholders of the Belgrave House Unit Trust (being the Borrower (acting by the General Partner) and Belgrave House Investment Limited) are the beneficial owners of, the Mortgaged Property known as Belgrave House, 76 Buckingham Palace Road, London, SW1,
- (c) Pavilion Property Trustees Limited and Pavilion Trustees Limited in their capacities as the trustees of the Fleet Place Unit Trust are the legal owners of, and the unitholders of the Fleet Place Unit Trust (being the Borrower (acting by the General Partner) and Belgrave House Investment Limited) are the beneficial owners of, the Mortgaged Property known as 11 to 13 Holborn Viaduct (also known as Fleet Place House, Fleet Place), London, EC4,
- (d) the 10 Grosvenor Street GP is the legal owner of, and 10 Grosvenor Street Partnership is the beneficial owner of, the Mortgaged Property known as 9-13 Grosvenor Street, London, W1K 4QA,
- (e) there subsists no breach of any law or regulation which affects or might affect materially the value of the Mortgaged Property,
- (f) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever which materially adversely affect the Mortgaged Property,
- (g) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property,
- (h) no facility necessary for the enjoyment and use of the Mortgaged Property is enjoyed on terms entitling any person to terminate or curtail its use,
- (i) no Chargor has received notice of any adverse claim by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property,
- (j) the Mortgaged Property is free from any Security Interest or any tenancies or licence, and
- (k) the Premises are in good and substantial repair

#### **4.4 Security**

This Deed creates, subject to any matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion supplied to the Agent as a condition precedent under part 1 of schedule 2 (Conditions Precedent Documents) of the Credit Agreement and completion of all registrations in respect of the security created or intended to be created under this Deed in accordance with subclause 15 10 (Registration requirements) of the Credit Agreement, those Security Interests it purports to create including (without limitation) a first priority security interest of the type described over the Security Assets which are not subject to any other prior or *pari passu* Security Interests (other than those whose claims are preferred solely by any bankruptcy, insolvency or other similar laws of general application to preferential creditors) and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor or otherwise

#### **4.5 Environmental matters**

Save as disclosed in any Certificate of Title

- (a) all requisite Environmental Licences have been obtained where failure to do so could reasonably be expected to have a material adverse effect and will at all times comply in all material respects with the terms of those Environmental Licences and all other applicable Environmental Law where failure to do so could reasonably be expected to have a material adverse effect, and
- (b) so far as the Chargors are aware after due enquiry, no Chargor and no other person has used, disposed of, generated, stored, transported, dumped, deposited, buried or emitted at, on, from or under the Mortgaged Property (whether or not owned, leased, occupied or controlled by any Chargor) any Dangerous Substance in circumstances where this would result in a material liability on any Chargor

#### **4.6 Partnership Interests**

- (a) The 10 Grosvenor Street Partnership is duly registered, and validly existing under the Limited Partnerships Act 1907 and having its principal place of business in England
- (b) The Partnership Deed constitutes the legally binding, valid and enforceable obligations of the parties to it and contains all the material terms of the agreement between the parties
- (c) The Partnership Interests of the LP Chargors are fully paid and represents 100 per cent of all the Partnership Interests
- (d) The LP Chargors are the sole legal and beneficial owners of that percentage of the Partnership Interests
- (e) The Partnership Deed does not contain any restrictions on assignment on the Partnership Interest

#### **4.7 Trust Arrangements**

- (a) The Trust Arrangements constitute all the material terms of those agreements between the parties thereto
- (b) The Trust Arrangements do not contain any restrictions on assignment on the rights and interests under the Trust Arrangements

#### **4.8 Times for making representations and warranties**

The representations and warranties set out in this Clause 4 (Representations and Warranties) are made on the date of this Deed and are deemed to be repeated by each Chargor on the date of each Request and on each Drawdown Date, in each case, with reference to the facts and circumstances then existing

### **5. GENERAL UNDERTAKINGS**

#### **5.1 Duration**

The undertakings in this Clause 5 remain in force throughout the Security Period

#### **5.2 Restrictions on dealing**

No Chargor shall

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by this Deed and any Permitted Security Interest, or
- (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
  - (i) in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 (Creation of floating charge), or
  - (ii) pursuant to the Approved Dissolution (as defined in the Credit Agreement)

#### **5.3 Covenant to perform**

The Chargors shall at all times comply with the terms (express or implied) of this Deed and of all contracts relating to the Secured Liabilities

#### **5.4 Environmental matters**

The Chargors shall

- (a) comply in all material respects with
    - (i) the terms and conditions of all Environmental Licences applicable to it, and
    - (ii) all other applicable Environmental Law, and
  - (b) promptly upon receipt of the same, notify the Security Agent of any claim, notice or other communication served on it in respect of
    - (i) any liability on it to clean up any contamination, or
    - (ii) any alleged breach of any Environmental Law
- which might, if (in the case of (ii) above) substantiated, have a material adverse effect

### **5.5 Notice to occupational tenants**

The Chargors must, if an Event of Default is outstanding, immediately give notice to each occupational tenant of the Mortgaged Property holding an interest directly from any Chargor substantially in the form of Schedule 3 (Form of Notice to Occupational Tenants) and shall request that that occupational tenant acknowledges that notice substantially in the form of Schedule 4 (Form of Acknowledgement from Occupational Tenants)

### **5.6 Notices to a Bank operating an account**

Each Chargor shall upon request of the Security Agent promptly give notice to each person with whom it maintains an account substantially in the form of Schedule 5 (Form of Notice to a Bank Operating an Account) and shall request that that person acknowledges that notice substantially in the form of Schedule 6 (Form of Acknowledgement from a Bank Operating an Account)

### **5.7 Notices to a Counterparty**

The Chargors shall promptly give notice to a Counterparty to any Hedging Arrangements substantially in the form of Schedule 7 (Form of Notice to Counterparty) and shall request that that Counterparty acknowledges that notice substantially in the form of Schedule 8 (Form of Acknowledgement from Counterparty)

### **5.8 Relevant Contracts**

(a) In this Clause 5.8 Relevant Contract means

- (i) each appointment of a Managing Agent,
- (ii) each appointment of a Property Manager,
- (iii) each Insurance, and
- (iv) each Trust Arrangement

(b) Each relevant Chargor shall promptly give notice to a counterparty to any Relevant Contract (to the extent not already given in a Finance Document) substantially in the form of Schedule 9 (Form of Notice for Relevant Contracts) and shall request that each such party acknowledges that notice, substantially in the form of Schedule 10 (Form of Acknowledgment for Relevant Contracts)

### **5.9 Beneficial interest in the Properties**

No Chargor shall

- (a) take any steps or do anything which would jeopardise the security created or intended to be created under this Deed, or
- (b) attempt to protect its interest, estate or entitlement in the Properties by any notice or registration at H M Land Registry or in any other way whatsoever, except with the prior written consent of the Security Agent

### **5.10 Appointment of a second owner**

The Subsidiary Chargors shall

- (a) ensure that if the Security Agent or any Receiver or other officer appointed by the Security Agent or on its behalf, sells a Property in accordance with the rights of the Security Agent under the Finance Documents, each Subsidiary Chargor shall, at the request and on the direction of the Security Agent
  - (i) appoint a second owner of the legal estate of that Property, and
  - (ii) ensure that that Subsidiary Chargor and that second owner, deliver a valid receipt for the proceeds of sale of that Property to any person to whom the Security Agent or any such Receiver or other officer shall so require,
- (b) do or effect all acts, matters and things to give effect to paragraph (a) above and this paragraph (b) and the transactions contemplated thereby and give all consents and waivers in relation thereto and to execute under hand or under seal or become parties to any documents referred to above or arising in the course of any transaction contemplated thereby or in connection therewith in each case as the Security Agent may in its absolute discretion think fit,
- (c) to the extent that any legal rights or powers in relation to the Properties remain vested in a Corporate Obligor, ensure that it complies with its undertakings in relation to such rights and powers, as contained in the Finance Documents,
- (d) not exercise its power to appoint new or additional persons to be the new owner(s) of the legal estate of any Property except with the prior consent of the Security Agent,
- (e) at the written request of the Security Agent after the occurrence of an Event of Default that is outstanding, appoint an additional person to be the new owner(s) of the legal estate of each Property (with the terms of the appointment and the identity of the new person in form and substance satisfactory to the Security Agent), and
- (f) not, after the occurrence of an Event of Default, agree to any amendment, novation or waive any of the terms of any appointment of any such person without the prior written consent of the Security Agent

## **6. PROPERTY UNDERTAKINGS**

### **6.1 Duration**

The undertakings in this Clause 6 remain in force throughout the Security Period

### **6.2 Repair**

The Chargors shall use their reasonable endeavours to at all times keep or (if such obligations are to be performed by an Occupational Tenant) shall procure so far as the law shall allow to be kept

- (a) the Premises in good and substantial repair and condition and adequately and properly painted and decorated, and
- (b) the Fixtures and all plant, machinery, implements and other effects owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition

Without prejudice to Clause 6.12 (Power to remedy) if the Chargors fail to carry out any repair to the satisfaction of the Security Agent (acting reasonably) within six months of the occurrence of the damage, the Security Agent may, take any step referred to in Clause 6.12 (Power to remedy)

### **6.3 Compliance with leases and covenants**

The Chargors shall

- (a) perform all their obligations under any lease or agreement for lease or leases comprised within the Mortgaged Property,
- (b) not do or permit to be done any act as a result of which any lease referred to in paragraph (a) above may become liable to forfeiture or otherwise be determined, and
- (c) duly and punctually comply with, and indemnify each Finance Party, for any breach of any covenants and stipulations (restrictive or otherwise) affecting the Mortgaged Property

### **6.4 Acquisitions and legal mortgage**

The Chargors shall

- (a) notify the Security Agent forthwith upon the acquisition by the Chargors of any freehold or leasehold property,
- (b) on written demand by the Security Agent and at the cost of the Chargors, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent (as agent and trustee for the Secured Parties) of any freehold or leasehold property which becomes vested in it after the date of this Deed in form and substance reasonably satisfactory to the Security Agent

### **6.5 Compliance with applicable laws and regulations**

The Chargors shall perform all their obligations under any law or regulation in any way related to or affecting any Security Asset where failure to so comply would have a material adverse effect

### **6.6 Notices**

Each Chargor shall, within 14 days after the receipt by such Chargor of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Security Assets (or any part of them)

- (a) give notice to the Security Agent within twenty one days after demand or, if later, within seven days of receipt,
- (b) deliver a copy to the Security Agent, and
- (c) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement

### **6.7 H.M. Land Registry**

Each Chargor shall in respect of any freehold or leasehold property which is acquired after the date of this Deed by such Chargor, the title to which is registered at H M Land Registry or the title to which is required to be so registered, give H M Land Registry written notice of this Deed and procure that notice of this Deed is duly noted in the Register to each such title

## **6.8 Deposit of title deeds**

The Chargors shall deposit with the Security Agent, or with solicitors approved for this purpose by the Security Agent to hold such deeds and documents to the order of the Security Agent, all deeds and documents of title relating to the Mortgaged Property and all Local Land Charges, Land Charges and Land Registry Search Certificates and similar documents relating to the Mortgaged Property. The Security Agent is entitled to hold the above deeds and documents during the Security Period.

## **6.9 Development**

Except with the prior written consent of the Security Agent (which shall not be unreasonably withheld or delayed), no Chargor shall

- (a) make or permit others to make with its consent any application for planning permission in respect of any part of the Mortgaged Property, or
- (b) carry out or permit to be carried out on any part of the Mortgaged Property any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) except with the previous consent in writing of the Security Agent.

## **6.10 Access**

Subject to the terms of the Occupational Leases, the Chargors shall permit the Security Agent and any person nominated by it at all reasonable times and on reasonable notice to enter upon any part of the Mortgaged Property to view the state of it.

## **6.11 Investigation of title**

The Chargors shall grant the Security Agent or its lawyers on request all facilities within the power of the Chargors to enable the Security Agent or its lawyers to carry out investigations of title to the Mortgaged Property and other property which is or may be subject to this security and enquiries into matters in connection with the Mortgaged Property or that other property as may be carried out by a prudent mortgagee.

## **6.12 Power to remedy**

In case of default by the Chargors in performing any term affecting the Mortgaged Property, subject to the terms of the Occupational Leases, the Chargors shall permit the Security Agent or its agents and contractors:

- (a) to enter on the Mortgaged Property, and
- (b) to comply with or object to any notice served on the Chargors in respect of the Mortgaged Property, and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

# **7. SHARES**

## **7.1 Shares**

Each Shareholding Chargor represents to each Finance Party that

- (a) the Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right,
- (b) (where named as an owner of the Shares in Schedule 1 (Shares) to this Deed) it is the sole legal and beneficial owner of those Shares, and
- (c) the Shares represent the whole of the issued share capital of the entities over which the Shares are charged, as identified in Schedule 1 (Shares) to this Deed

## **7.2 Deposit**

Each Shareholding Chargor must

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Share owned by it, and
- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any Share owned by that Shareholding Chargor

## **7.3 Changes to rights**

No Shareholding Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Shares being altered or further Shares being issued

## **7.4 Calls**

- (a) Each Shareholding Chargor must pay all calls or other payments due and payable in respect of any Share owned by that Shareholding Chargor
- (b) If the relevant Shareholding Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Share on behalf of that Shareholding Chargor. The relevant Shareholding Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 7

## **7.5 Other obligations in respect of Shares**

- (a) Each Shareholding Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of the Shares owned by that Shareholding Chargor. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Shareholding Chargor
- (b) Each Shareholding Chargor must comply with all other conditions and obligations assumed by it in respect of any Share owned by that Shareholding Chargor
- (c) The Security Agent is not obliged to
  - (i) perform any obligation of the Shareholding Chorgors,
  - (ii) make any payment,

- (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Shareholding Chargor, or
- (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Share

## **7.6 Voting rights**

- (a) Before this Security becomes enforceable in accordance with Clause 8, the voting rights, powers and other rights in respect of the Shares must (if exercisable by the Security Agent) be exercised in any manner which the relevant Shareholding Chargor may direct in writing
- (b) Each Shareholding Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Shares owned by that Shareholding Chargor as permitted by this Deed on the direction of that Shareholding Chargor
- (c) After this Security has become enforceable in accordance with Clause 8, the Security Agent may exercise (in the name of the relevant Shareholding Chargor and without any further consent or authority on the part of that Shareholding Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Share, any person who is the holder of any Share or otherwise

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

- (a) The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the Act, as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is outstanding. The Security Agent shall notify the Chargor in writing if the Security Agent takes any action to enforce any Security Interest, at the same time as taking such action
- (b) After the security constituted by this Deed has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the security in any manner it sees fit or as the Majority Banks direct

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to the security constituted by this Deed
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of Section 99 or 100 of the Act

## **9.2 Contingencies**

If the Security Agent enforces the security constituted by this Deed at a time when no amounts are due under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing bank account in the name of the Borrower

## **9.3 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

## **9.4 Agent of the Chargor**

Each Receiver is deemed to be the agent of the Chargors for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and no Finance Party shall incur any liability (either to the Chargors or to any other person) by reason of the Security Agent making his appointment as a Receiver or for any other reason

## **9.5 Privileges**

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

## **9.6 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable, or
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised, or
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

## **9.7 Redemption of prior Mortgages**

At any time after the security constituted by this Deed has become enforceable, the Security Agent may

- (a) redeem any prior Security Interest against any Security Asset, and/or
- (b) procure the transfer of that Security Interest to itself, and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed shall be conclusive and binding on the Chargors

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargors to the Security Agent on demand

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

- (a) At any time after the security constituted by this Deed becomes enforceable, or if a Chargor so requests the Security Agent in writing, at any time, the Security Agent may without further notice appoint by deed, under seal or in writing under its hand any one or more persons to be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Agent had become entitled under the Act to exercise the power of sale conferred under the Act
- (b) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) shall not apply to this Deed
- (c) The Security Agent is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986
- (d) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

### **10.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver)

- (a) remove any Receiver appointed by it, and
- (b) may, whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

### **10.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act shall not apply

### **10.4 Relationship with Security Agent**

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the security created by this Deed becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

## **11. POWERS OF RECEIVER**

### **11.1 General**

- (a) A Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers
- (c) Each Receiver (or a receiver and manager) has all the rights, powers and discretions set out in to the Act and the Insolvency Act 1986
- (d) A Receiver who is an administrative receiver of the Chargors has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986

#### **11.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset

#### **11.3 Carry on business**

A Receiver may carry on any business of the Chargors in any manner he thinks fit

#### **11.4 Protection of assets**

A Receiver may

- (a) make and effect all repairs and insurances and do all other acts which the Chargors might do in the ordinary conduct of its business as well as for the protection or the improvement of the Security Assets,
- (b) commence and/or complete any building operations on the Mortgaged Property, and
- (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence,

in each case as he may think fit

#### **11.5 Employees**

A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he may think proper and discharge any such persons appointed by the Chargors

#### **11.6 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit No person lending that money is concerned to enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed

#### **11.7 Sale of assets**

A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks proper The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit Fixtures, other than landlord's fixtures, may

be severed and sold separately from the property containing them without the consent of the Chargors

#### **11.8 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

#### **11.9 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargors or relating in any way to any Security Asset

#### **11.10 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

#### **11.11 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **11.12 Subsidiaries**

A Receiver may form a Subsidiary of each of the Chargors and transfer to that Subsidiary any Security Asset

#### **11.13 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **11.14 Lending**

A Receiver may lend money or advance credit to any customer of the Chargors

#### **11.15 Other powers**

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law, and
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset,

and may use the name of the Chargors for any of the above purposes

**12. APPLICATION OF PROCEEDS**

All amounts from time to time received by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Deed shall be held and applied in accordance with the Credit Agreement

**13. EXPENSES AND INDEMNITY**

The Chargors must

- (a) immediately on written demand pay all costs and expenses (including legal fees) reasonably and properly incurred in connection with this Deed by any Secured Party (including any arising from any law or regulation or otherwise), and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

**14. DELEGATION**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon any terms (including power to sub-delegate) and subject to any regulations which the Security Agent or any Receiver (as the case may be) may think fit. Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

**15. FURTHER ASSURANCES**

The Chargors shall, at their own expense, take whatever action the Security Agent or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed,
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient

**16. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which such Chargor is obliged to take under this Deed but has failed to do so, including, without limitation, under Clause 15 (Further Assurances) and Clause 6.4 (Acquisitions and legal mortgage). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause in accordance with this Agreement.

## **17. MISCELLANEOUS**

### **17.1 Covenant to pay**

The Chargors shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

### **17.2 Additional security**

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party for any of the Secured Liabilities

### **17.3 Tacking**

Each Bank must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

### **17.4 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset , a Finance Party may open a new account with the Chargors
- (b) If the Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

### **17.5 Time deposits**

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Finance Party at a time within the Security Period when

- (a) this security has become enforceable, and
- (b) no Secured Liabilities is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Finance Party considers appropriate

### **17.6 H.M. Land Registry**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement referred to in the charges register dated [ ] in favour of [ ] referred to in that charges register or their conveyancer"

## **18. PRESERVATION OF SECURITY**

### **18.1 Continuing security**

The security constituted by this Deed is continuing security and shall extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment in whole or in part

### **18.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of the Chargors under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

### **18.3 Waiver of defences**

The obligations of each Chargor under this Deed and this security shall not be affected by any act, omission or circumstances which, but for this Clause, might operate to reduce, release or prejudice any of their obligations under this Deed including (but without limitation and whether or not known to the Chargors or any Finance Party)

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person,
- (d) any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (f) any amendment or variation (however fundamental) or replacement of a Transaction Document or any other document or security so that references to that Transaction Document in this Clause shall include each variation or replacement (including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Transaction Document or other document or security),
- (g) any unenforceability, illegality, non-provability, frustration or invalidity of any obligation of any person under any Transaction Document or any other document or security, to the intent that the Chargors' obligations under this Deed shall remain in full force, as if there were no unenforceability, illegality, non-provability, frustration or invalidity, and
- (h) any insolvency or similar proceedings

#### **18.4 Immediate recourse**

- (a) Each Chargor waives any right it may have of first requiring a Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from each Chargor under this Deed
- (b) This waiver applies irrespective of any law or provision of a Finance Document to the contrary

#### **18.5 Non-competition**

Until all amounts which may be or become payable by each Obligor under or in connection with the Finance Documents have been irrevocably paid in full, the Chargors shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed

- (a) be subrogated to any rights, security or moneys held, received or receivable by any Finance Party (or any trustee or agent on its behalf),
- (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of any Chargors' liability under this Deed,
- (c) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Finance Party, or
- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of an Obligor, or exercise any right of set-off as against any Obligor

Each Chargor shall hold in trust for and immediately pay or transfer to the Security Agent for the Finance Parties any payment or distribution or benefit of security received by it contrary to this Deed or any accordance with any directions given by the Security Agent under this Clause

#### **18.6 Notice of assignment**

This Deed constitutes notice in writing to each Chargor of any charge or assignment of rights of that Chargor by any other Chargor under any document contained within this or any other Security Document

#### **19. RELEASE**

- (a) Subject to below, at the end of the Security Period (but not otherwise), the Finance Parties shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed
- (b) If the Mortgaged Property is disposed of in accordance with the terms of the Credit Agreement, upon that disposal (but not otherwise), the Finance Parties shall, at the request and cost of the relevant Chargors, take whatever action is necessary to release that Mortgaged Property from the security constituted by this Deed

#### **20. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed

**SCHEDULE 1****SHARES**

<b>Name of Entity</b>	<b>Registered in England and Wales under No.</b>	<b>Number of shares</b>	<b>Name of Shareholding Chargor(s) and percentage of shareholding</b>
Almack House Limited	3872117	100	Grosvenor Management Limited (100%)
Belgrave House Investment Limited	3872192	167,100	Grosvenor Management Limited (100%)
9-13 Grosvenor Street (GP) Limited	04068541	200	Grosvenor Management Limited (50%) 10 Grosvenor Street Limited (50%)
10 Grosvenor Street Limited	03872186	100	Grosvenor Management Limited (100%)

## **SCHEDULE 2**

### **REAL PROPERTY**

- 1 Almack House, 26-28 King Street, London, SW1 6QW, title number NGL769429
- 2 Belgrave House, 76 Buckingham Palace Road, London SW1, title number NGL813026
- 3 11-13 Holborn Viaduct (also known as Fleet Place House, 2 Fleet Place), London EC4, title number NGL760854
- 4 9-13 Grosvenor Street, London W1K 4QA, title number NGL806315

**SCHEDULE 3**

**FORM OF NOTICE TO OCCUPATIONAL TENANTS**

[On the letterhead of the relevant Chargor]

To [ ]

[DATE]

Dear Sirs,

Re [Property]

We refer to the lease dated [ ] and made between [ ] and [ ] (the **Lease**)

We, [CHARGOR], give you notice that by a Security Agreement (the **Security Agreement**) dated [ ] 2014 we charged and assigned (by way of first fixed security) to BNP Paribas (the **Security Agent**) (as security trustee for the Secured Parties as referred to in the Security Agreement) all our right, title and interest in and to the Lease and the moneys from time to time due to us under the Lease

We irrevocably instruct and authorise you, until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us to you to pay any rent payable by you under the Lease to our account with [ ] at [ ], Account No [ ], Sort Code [ ] (the **Rent Account**)

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at Agency UK, 10 Harewood Avenue, London NW1 6AA with a copy to ourselves

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For

[CHARGOR]

#### SCHEDULE 4

##### FORM OF ACKNOWLEDGEMENT FROM OCCUPATIONAL TENANTS

To BNP PARIBAS as Security Agent

Attention Agency UK

Copy [CHARGOR]

Date [ ]

Dear Sirs,

Re [Property]

We acknowledge receipt of a notice dated [ ] (the **Notice**) and addressed to us by [Chargor] (the **Company**) in relation to the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice

We confirm that we

- (a) have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Lease (as defined in the Notice),
- (b) shall pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice), and
- (c) shall continue to pay those monies into the Rent Account until we receive your written instructions to the contrary

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For and on behalf of  
[ ]

## SCHEDULE 5

### FORM OF NOTICE TO A BANK OPERATING AN ACCOUNT

[On the letterhead of the Chargors]

To [ ]

Date [ ]

Dear Sirs,

**Security Agreement (Security Agreement) dated [ ] 2014 between, among others, Grosvenor Management Limited as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund, and BNP Paribas (the Security Agent)**

This letter constitutes notice to you that, by the Security Agreement, we have charged (by way of a floating charge) to the Security Agent (as security trustee for the Secured Parties as referred to in the Security Agreement) all moneys standing to the credit of any account maintained by us with any person (the **Accounts**) and the debts represented by them

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent on request to you by the Security Agent any information relating to any Account maintained with you, and
- (b) comply with the terms of any written notice or instructions relating to the Security Agreement or moneys standing to the credit of any Accounts maintained with you and the debts represented by them, received by you from the Security Agent

We acknowledge that you may comply with the instructions in this letter without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure or, as the case may be, validity of the notice or instructions

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at Agency UK, 10 Harewood Avenue, London NW1 6AA with a copy to ourselves

Yours faithfully,

(Authorised Signatory)  
[CHARGOR]

## SCHEDULE 6

### FORM OF ACKNOWLEDGEMENT FROM A BANK OPERATING AN ACCOUNT

[On the letterhead of the Bank operating an Account]

To [BNP PARIBAS] as Security Agent

Attention [Agency UK]

Copy [CHARGOR]

Date [ ]

Dear Sirs,

**Security Agreement (Security Agreement) dated [ ] between, among others, Grosvenor Management Limited (the General Partner) as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund [and [Chargor]] (the Company) and BNP Paribas (the Security Agent)**

We confirm receipt from the [General Partner/Company] of a notice dated [ ] of a charge upon the terms of the Security Agreement over all moneys standing to the credit of any of the [General Partner/Company]'s accounts with any person (the **Accounts**) and the debts represented by them

We confirm that we

- (a) accept the instructions contained in the notice and undertake to comply with the notice,
- (b) have not received notice of the interest of any third party in any of the Accounts maintained with us,
- (c) have neither claimed or exercised nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of any of the Accounts maintained with us, the moneys in those Accounts or the debts represented by them, and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent

The Accounts maintained with us are

**[Specify accounts and account numbers]**

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[ ]

## SCHEDULE 7

### FORM OF NOTICE TO COUNTERPARTY

To [Hedge Counterparty]

Date [ ]

Dear Sirs,

**Security Agreement (the Security Agreement) dated [ ] 2014 between, among others, Grosvenor Management Limited as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund and BNP Paribas (the Security Agent)**

This letter constitutes notice to you that, by the Security Agreement we assigned (by way of security) to the Security Agent (as security trustee for the Secured Parties as referred to in the Security Agreement) all our rights under any hedging arrangements between yourselves and ourselves (the **Hedging Arrangements**)

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements as the Security Agent may request from you,
- (b) until receipt by you a written notice from the Security Agent to the contrary
  - (i) to make periodical payments (not being payments as a result of termination or closing out) due under any Hedging Arrangements to us to such account as we may notify you from time to time, and
  - (ii) to make all other payments due under the Hedging Arrangement to the Security Agent to its account at such office or bank as the Security Agent may notify, and
- (c) comply with the terms of any written notice or instructions relating to our rights under the Hedging Arrangement, received by you from the Security Agent

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent at Agency UK, 10 Harewood Avenue, London NW1 6AA with a copy to ourselves

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)  
Grosvenor Management Limited  
as general partner of the limited partnership carrying  
on business under the name Grosvenor London Office Fund

## SCHEDULE 8

### FORM OF ACKNOWLEDGEMENT FROM COUNTERPARTY

To BNP PARIBAS as Security Agent  
Attention Agency UK  
Copy [CHARGOR/General Partner]

Date [ ]

Dear Sirs,

**Security Agreement (Security Agreement) dated [ ], 2014 between, amongst others, Grosvenor Management Limited as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund (the Company) and BNP Paribas (the Security Agent)**

We confirm receipt from the Company of a notice dated [ ] (the Notice) of an assignment upon the terms of the Security Agreement of all the Company's rights under the Hedging Arrangement (as defined in the Notice) and consent to that assignment

We confirm that we

- (a) have not received notice of the interest of any third party in the Hedging Arrangement, and
- (b) shall accept your instructions in relation to the Company's rights under the Hedging Arrangement

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[ ]

## SCHEDULE 9

### FORM OF NOTICE FOR RELEVANT CONTRACTS

To [COUNTERPARTY]

Attention [ ]

Copy [CHARGOR/General Partner]

Date [ ]

Dear Sirs,

**Security Agreement (Security Agreement) dated [ ], 2014 between, amongst others, Grosvenor Management Limited as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund (the Company) and BNP Paribas (the Security Agent)**

This letter constitutes notice to you that, by the Security Agreement we assigned (by way of security) to the Security Agent (as security trustee for the Secured Parties as referred to in the Security Agreement) all our rights under [*insert details of Contract*] (the Contract)

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Agency UK, 10 Harewood Avenue, London NW1 6AA with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[CHARGOR]

**SCHEDULE 10**

**FORM OF ACKNOWLEDGEMENT FOR RELEVANT CONTRACTS**

To BNP PARIBAS as Security Agent  
Attention Agency UK  
Copy [CHARGOR/General Partner]

Date [ ]

Dear Sirs,

**Security Agreement (Security Agreement) dated [ ], 2014 between, amongst others, Grosvenor Management Limited as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund (the Company) and BNP Paribas (the Security Agent)**

We confirm receipt from [CHARGOR] (the **Chargor**) of a notice dated [ ] 2014 (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in the Notice

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[COUNTERPARTY]

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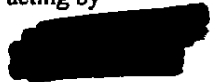
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**SIGNATORIES TO THE SECURITY AGREEMENT**

**Chargors**

**EXECUTED as a DEED by** )  
**GROSVENOR MANAGEMENT LIMITED as** )  
general partner of the limited partnership carrying )  
on business under the name of )  
**GROSVENOR LONDON OFFICE FUND** )  
acting by )



Director

In the presence of: Tom Gay

Witness's signature:  )

Name. )

Address )  
NABARRO LLP )  
LACON HOUSE )  
84 THEOBALD'S ROAD )  
LONDON )  
WC1X 8RW )

**EXECUTED as a DEED by** )  
**GROSVENOR MANAGEMENT LIMITED** )  
acting by )



Director

In the presence of. 

Witness's signature:  )

Name Tom Gay )

Address )  
NABARRO LLP )  
LACON HOUSE )  
84 THEOBALD'S ROAD )  
LONDON )  
WC1X 8RW )

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EXECUTED as a DEED by  
10 GROSVENOR STREET LIMITED  
acting by

)  
)  
)

Director

In the presence of

Witness's signature

)

Name

Tom Gray

)

Address:

NABARRO LLP

)

84 THEOBALD'S ROAD

)

LONDON

WC1X 8RW

EXECUTED as a DEED by  
ALMACK HOUSE LIMITED  
acting by

)  
)  
)

Director

In the presence of

Witness's signature.

)

Name.

)

Address:

Tom Gray

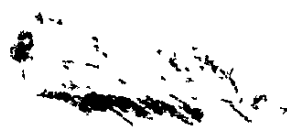
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NABARRO LLP, LACON HOUSE

84 THEOBALD'S ROAD

LONDON

WC1X 8RW



EXECUTED as a DEED by  
BELGRAVE HOUSE INVESTMENT LIMITED  
acting by

Director

In the presence of

Witness's signature

Name:

Address:

Tom Gray

NABARRO LLP LACON HOUSE  
84 THEOBALD'S ROAD  
LONDON  
WC1X 8RW

EXECUTED as a DEED by  
9-13 GROSVENOR STREET (GP) LIMITED  
acting by

Director

In the presence of

Witness's signature:

Name

Address

Tom Gray  
NABARRO LLP  
84 THEOBALD'S ROAD  
LONDON  
WC1X 8RW

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2-1-69

2-1-69

EXECUTED as a DEED by )  
9-13 GROSVENOR STREET (GP) LIMITED )  
as general partner of the limited partnership carrying on )  
business under the name of )  
THE GROSVENOR STREET LIMITED PARTNERSHIP )  
acting by )

  
Director

In the presence of

Witness's signature )  


Name:

Address:

Tom Gray )  
NABARRO LLP, LACON HOUSE )  
84 THEOBALD'S ROAD )  
LONDON )  
WC1X 8RW )

SIGNED as a DEED on behalf of )  
PAVILION TRUSTEES LIMITED )  
a company incorporated in Jersey acting as joint trustee )  
of the Belgrave House Unit Trust and acting by )  
....., a person who, in )  
accordance with the laws of that territory, is acting under the )  
authority of that company )

Authorised signatory: ..... )

Print name. .... )

Title. .... )

1875

1876

1877

EXECUTED as a DEED by )  
9-13 GROSVENOR STREET (GP) LIMITED )  
as general partner of the limited partnership carrying on )  
business under the name of )  
THE GROSVENOR STREET LIMITED PARTNERSHIP )  
acting by )

Director

In the presence of:


Witness's signature )

Name: )

Address: )

)

SIGNED as a DEED on behalf of )  
PAVILION TRUSTEES LIMITED )  
a company incorporated in Jersey acting as joint trustee )  
of the Belgrave House Unit Trust and acting by )  
...MARC...HASLAM... .., a person who, in )  
accordance with the laws of that territory, is acting under the )  
authority of that company )

Authorised signatory:  )

Print name: ...MARC...HASLAM... .. )

Title: ....DIRECTOR. .... )

SIGNED as a DEED on behalf of )  
PAVILION PROPERTY TRUSTEES LIMITED )  
a company incorporated in Jersey acting as joint trustee )  
of the Belgrave House Unit Trust and acting by )  
.... ELIZABETH DOWLING....., a person who, in )  
accordance with the laws of that territory, is acting under the )  
authority of that company )  
Authorised signatory: [REDACTED] )  
Print name: .... ELIZABETH DOWLING . )  
Title. .... DIRECTOR ..... )

SIGNED as a DEED on behalf of )  
PAVILION TRUSTEES LIMITED )  
a company incorporated in Jersey acting as joint trustee )  
of the Fleet Place Unit Trust and acting by )  
.. MARC HASLAM . . . , a person who, in )  
accordance with the laws of that territory, is acting under the )  
authority of that company )  
Authorised signatory: [REDACTED] ..... )  
Print name: .... MARC HASLAM . . . )  
Title .. DIRECTOR ..... )

SIGNED as a DEED on behalf of )  
PAVILION PROPERTY TRUSTEES LIMITED )  
a company incorporated in Jersey acting as joint trustee )  
of the Fleet Place Unit Trust and acting by )  
.. ELIZABETH DOWLING....., a person who, in )  
accordance with the laws of that territory, is acting under the )  
authority of that company )  
Authorised signatory: [REDACTED] ..... )  
Print name: .... ELIZABETH DOWLING ..... )  
Title: .... DIRECTOR ..... )

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Security Agent

BNP PARIBAS

By

