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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

00400024



395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

131

3580616

Name of company

* Grosvenor Basingstoke Management Limited in its capacity as general partner of the
Grosvenor Festival Place Fund (LP009497) and in its individual corporate capacity (Company)

Date of creation of the charge

12 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of amendment amending a debenture dated 16 November 2004 (Deed)

Amount secured by the mortgage or charge

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 Chargor to any Beneficiary except for any obligation
which, if it were so included, would result in a contravention of section
151 of the Companies Act 2985 (or its equivalent in any other jurisdiction)
(Secured Liabilities)

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc
280 Bishopsgate
London

Postcode EC2M 4RB

Presenter's name address and
reference (if any):

Addleshaw Goddard LLP
Alder Castle
10 Noble Street
London
EC2V 7JW

KAYEJA/304919-2385

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



L8J7K89K

LD3

18/03/2009

194

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Initial Debenture and all Encumbrances, Security and guarantees created in relation to the Initial Debenture shall remain in full force and effect and all references in the Finance Documents to the Initial Debenture shall be to the Initial Debenture as amended and supplemented by the Deed

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Andrew Goddard WLP Date 17/3/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*Insert full name
of Company* Grosvenor Basingstoke Management Limited in its capacity as general partner of the
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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Ancillary Debenture means the debenture dated on or about the Restatement Date and executed by each Chargor and the Security Agent on behalf of the Finance Parties

Arranger means The Royal Bank of Scotland plc

Beneficiaries means the Finance Parties

Borrower means the Grosvenor Festival Place Fund a limited partnership established under the laws of England under the Limited Partnership Act 1907 with registration number LP009497

Chargors means the Borrower, the Company and the Nominee

Debentures means the Initial Debenture, the Ancillary Debenture and the Deed

Encumbrances means any mortgage, assignment by way of security, charge, pledge, floating charge, lien or other interest by way of security or encumbrance whatsoever

Facility Agent means The Royal Bank of Scotland plc

Facility Agreement means the facility agreement dated 15 November 2004 between the Borrower, the financial institutions listed therein as original lenders, The Royal Bank of Scotland plc as Facility Agent and Security Agent, Danske Bank A/S and The Royal Bank of Scotland plc as mandated lead arrangers and the financial institutions listed therein as hedging counterparties as the same has been amended and restated on or about the date of the Deed and as the same may be further amended, restated, supplemented and novated from time to time

Finance Documents means any of the Facility Agreement, any Accession Agreement (as such term is defined in the Facility Agreement), each Fee Letter (as such term is defined in the Facility Agreement), each Hedging Agreement (as such term is defined in the Facility Agreement), each Duty of Care Deed (as such term is defined in the Facility Agreement), each

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Subordination Deed (as such term is defined in the Facility Agreement), each Additional Finance Document (as such term is defined in the Facility Agreement), any Subordinated Creditor Accession Deed (as such term is defined in the Facility Agreement), each Security Document, each Transfer Certificate (as such term is defined in the Facility Agreement), any Utilisation Request (as such term is defined in the Facility Agreement) and any other document designated as a Finance Document by the Facility Agent and the Borrower

Finance Parties means any of the Facility Agent, the Arranger, the Security Agent, each Lender and each Hedge Counterparty

Hedge Counterparty means means an Original Hedge Counterparty or any other person which has acceded to the Facility Agreement as a Hedge Counterparty by delivery to the Facility Agent of a duly completed and executed Accession Agreement (as such term is defined in the Facility Agreement)

Initial Debenture means the Debenture dated 16 November 2004 made between the Borrower, the Company, the Nominee and the Security Agent

Lender means:

- (a) each Original Lender and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 26 (Changes to the Lenders) of the Facility Agreement

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

Nominee means Grosvenor Basingstoke Properties Limited (registered in England with number 3580641)

Original Hedge Counterparties means The Royal Bank of Scotland plc and Lloyds TSB Bank plc

Original Lenders means The Royal Bank of Scotland plc and Lloyds TSB Bank plc

Party means a party to the Facility Agreement

Restatement Date means 12 March 2009

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Agent means The Royal Bank of Scotland plc

Security Documents means:

- (a) each Debenture
- (b) each Duty of Care Deed (as such term is defined in the Facility Agreement)
- (c) the Additional Security Documents (as such term is defined in the Facility Agreement)
- (d) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 3580616
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF AMENDMENT
AMENDING A DEBENTURE DATED 16 NOVEMBER 2004 AND
DATED 12 MARCH 2009 AND CREATED BY GROSVENOR
BASINGSTOKE MANAGEMENT LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
ANY BENEFICIARY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 18 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MARCH 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**