

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

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**Company details**

Company number

0 5 3 4 8 5 8 2

Company name in full

Grainger Equity Release Management Limited (the  
Company)

2

For official use

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

3 0 10 09 2 0 1 1

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security agreement dated 30 September 2011 between, amongst others, the  
Company and Barclays Bank PLC (the **Security Trustee**) as agent and trustee  
for itself and each of the Beneficiaries (as defined in the continuation  
pages to section 6 of this Form MG01) (the **Second Security Agreement**)

4

**Amount secured**

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

Amount secured

Please see the continuation page to section 4 of  
this Form MG01

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

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

Name Barclays Bank PLC (the Security Trustee for the

Address Beneficiaries), European Loan Agency,

5 The North Colonnade, Canary Wharf, London

Postcode E 1 4 4 B B

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

Please see the continuation pages to section 6 of this Form MG01

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name LUCD, BK B2, 0011002-0000847

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country UK

DX 73 London

Telephone 02030882647



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(a) All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of each Obligor to the Beneficiaries (or any of them) under each or any of the A Finance Documents and the B Finance Documents or any other document evidencing or securing any such liabilities,</p> <p>(b) all banking, legal and other costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its respective rights under the A Finance Documents or the B Finance Documents (as the case may be) or such other document evidencing or securing any such liabilities, and</p> <p>(c) all losses and damages sustained, suffered or incurred by any Beneficiary arising out of or in connection with any act, matter or thing done or omitted to be done by any Obligor under the Second Security Agreement, any A Finance Document or any B Finance Document,</p> <p>(together, the <b>Secured Liabilities</b>)</p> <p>provided that this shall not include any obligation or liability to the extent that, if it were so included, the Second Security Agreement (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 (each capitalised term as defined in the continuation pages to section 6 of this Form MG01)</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. FLOATING CHARGES AND NEGATIVE PLEDGE</b></p> <p><b>1.1 Creation of floating charges</b></p> <p>The Company as continuing security for the payment, discharge and performance of the Secured Liabilities, has charged in favour of the Security Trustee (as agent and trustee for the Beneficiaries) by way of a floating charge all of its properties and all other assets both present and future</p> <p><b>1.2 Restrictions on dealing</b></p> <p>The Company has undertaken to each Beneficiary that, save as expressly permitted under the terms of the A Finance Documents until the A Discharge Date and after such date until the expiry of the Security Period, under any B Finance Documents under which liabilities of an Obligor remain unpaid and undischarged, it will not create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Second Security Agreement or any other Security Document</p> <p><b>1.3 Conversion of floating charges</b></p> <p>(a) <b>By notice:</b> Subject to the Insolvency Act 1986, the Security Trustee may by notice to the Company convert the floating charges created by the Second Security Agreement into specific charges as regards all or any of the Company's assets, rights and property specified in the notice</p> <p>(1) if an Enforcement Event has occurred; or</p> <p>(11) if the Company fails to comply with its obligations under clause 4.2 of the Second Security Agreement (Restrictions on dealing)</p> <p>(b) <b>Automatic conversion:</b> Subject to the Insolvency Act 1986 and paragraph (c) below, the floating charges created by the Second Security Agreement shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of the Company if any of the following occurs in respect of the Company:</p> <p>(1) it is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due (except that, for the purposes of Section 123 of the Insolvency Act 1986, the amounts of the statutory demand shall be deemed to be £100,000 or such higher figure as the Security Trustee may from time to time agree),</p> <p>(11) it admits its inability to pay its debts as they fall</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>due,</p> <p>(iii) it suspends making payments on any of its debts or announces an intention to do so,</p> <p>(iv) by reason of actual or anticipated financial difficulties, it commences negotiations with creditors generally, or any class of them, with a view to rescheduling any of its indebtedness, and/or</p> <p>(v) it appoints a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case whether out of court or otherwise) in respect of the Company or any assets of the Company</p> <p>(c) <b>Moratorium:</b> the floating charges created pursuant to clause 4.1 (Creation of floating charges) of the Second Security Agreement may not be converted into fixed charges solely by reason of</p> <p>(i) the obtaining of a moratorium (or any analogous proceedings), or</p> <p>(ii) anything done with a view to obtaining a moratorium (or any analogous proceedings),</p> <p>under the Insolvency Act 1986.</p> <p><b>1.4 Qualifying Floating Charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to all floating charges created pursuant to the Second Security Agreement</p> <p><b>2. UNDERTAKINGS</b></p> <p><b>2.1 Preservation of charged property</b></p> <p>The Company will, and will procure that each other Chargor will, comply with its obligations as to insurance set out in the A Finance Documents and, as the case may be, the B Finance Documents and in particular (but without limitation), clause 21.8 (Insurance) of the Credit Agreement</p> <p><b>2.2 Further negative pledge provision</b></p> <p>If the Company creates or permits to subsist any Security Interest in breach of the provisions of clause 21.3 (Negative pledge) of the Credit Agreement or an equivalent provision in any other A Finance Document or in any B Finance Document then, to the extent possible</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>under applicable law, all the obligations of the Company under each of the A Finance Documents and each of the B Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon</p> <p><b>3. General</b></p> <p>(a) The Company shall at its own expense execute and do all such assurances, acts and things (including, but not limited to, making all filings and registrations necessary for the creation, perfection, protection or maintenance of any security created or intended to be created by the Second Security Agreement) as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by the Second Security Agreement over the Security Assets or any part of the Security Assets or for facilitating (if and when such security becomes enforceable) the realisation of the Security Assets or any part of the Security Assets and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part of the Security Assets or in any such delegate or sub-delegate as aforesaid</p> <p>(b) To that intent, the Company shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations that the Security Trustee may reasonably think expedient</p> <p><b><u>DEFINITIONS:</u></b></p> <p><b><u>In this MG01:</u></b></p> <p><b>A Agent</b> has the meaning given to the term Facility Agent in the Credit Agreement (see below)</p> <p><b>A Discharge Date</b> means the date on which the A Agent is satisfied that all of the liabilities of any Obligor to any A Finance Party under or in connection with any A Finance Document have been irrevocably paid and discharged and all commitments or equivalent (however defined) under any A Finance Document have been cancelled</p> <p><b>A Finance Document</b> means the Credit Agreement, a Security Document, the Security Trust Deed, any Fee Letter, any Accession Letter, any Resignation Notice, any Letter of Credit, any Excluded Entity Designation Notice, any Excluded Entity Resignation Notice, any Borrower Transfer Certificate and any other document designated as such by the Facility Agent and Grainger plc</p>	



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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>A Finance Party</b> means the Facility Agent, the Security Trustee, the Joint Mandated Lead Arrangers, a Lender or an Issuing Bank</p> <p><b>Accession Letter</b> means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Credit Agreement</p> <p><b>Additional Borrower</b> means a company which becomes an Additional Borrower in accordance with clause 24 of the Credit Agreement (Changes to the Obligors)</p> <p><b>Additional Chargor</b> means each Chargor which becomes a party to the Second Security Agreement by executing a Second Deed of Accession</p> <p><b>Additional Guarantor</b> means a company which becomes an Additional Guarantor in accordance with clause 24 of the Credit Agreement (Changes to the Obligors)</p> <p><b>Additional Obligor</b> means an Obligor which has become a party in accordance with clause 13 2 of the Security Trust Deed (Additional Obligors)</p> <p><b>Agent</b> means the Facility Agent or the Security Trustee, as the case may be or as the context requires</p> <p><b>B Finance Document</b> means a finance document under which a B Lender makes Financial Indebtedness available to an Obligor or Obligors as permitted by the A Finance Documents</p> <p><b>B Lender</b> has the meaning given to the term Further Lender under clause 20 4 of the Credit Agreement</p> <p><b>Beneficiary</b> means each of the A Finance Parties and the B Lenders (together the <b>Beneficiaries</b>)</p> <p><b>Borrower</b> means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 24 of the Credit Agreement (Changes to the Obligors)</p> <p><b>Borrower Transfer Certificate</b> means a certificate substantially in the form set out in Part C of Schedule 3 (Requests) of the Credit Agreement, or in any other form agreed between Grainger plc and the Facility Agent</p> <p><b>Chargor</b> means</p> <ul style="list-style-type: none"> <li>(a) an Original Chargor, or</li> <li>(b) an Additional Chargor</li> </ul> <p><b>Commitment</b> means a Term Facility A Commitment, Term Facility B Commitment or Revolving Facility Commitment</p> <p><b>Credit Agreement</b> means the credit agreement dated 30 June 2004 (as amended</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>from time to time) relating to term and revolving facilities of £1,528,000,000 entered into between, amongst others, Grainger plc, the Original Borrowers, the Original Guarantors, the Joint Mandated Lead Arrangers, the Original Lenders, the Original Issuing Bank, the Security Trustee and the A Agent, together with each accession document and Transfer Certificate relating to it</p> <p><b>Deed of Accession</b> means a deed substantially in the form of Schedule 2 of the Security Agreement.</p> <p><b>Enforcement Event</b> means the delivery by any Beneficiary to Grainger plc of any notice of acceleration in respect of any Secured Liabilities or the making of any declaration that any Secured Liabilities are prematurely due and payable, in each case, following the occurrence of an event of default (howsoever described) under a Secured Party Finance Document</p> <p><b>Excluded Entity Designation Notice</b> means a notice substantially in the form set out in Part A of Schedule 14 (Excluded Entity Designation Notice) of the Credit Agreement or any other form agreed between the Facility Agent and Grainger plc</p> <p><b>Excluded Entity Resignation Notice</b> means a notice substantially in the form set out in Part B of Schedule 14 (Excluded Entity Resignation Notice) of the Credit Agreement or any other form agreed between the Facility Agent and Grainger plc</p> <p><b>Facility Agent</b> means Barclays Bank PLC</p> <p><b>Fee Letter</b> means any letter or letters dated on or about the date of the Credit Agreement between an Agent or the Original Issuing Bank and Grainger plc setting out any of the fees referred to in clause 11 (Fees) and any letter with a new Issuing Bank and Grainger plc setting out any of the fees referred to in clause 11 4 (Issuing Bank fee) of the Credit Agreement</p> <p><b>Financial Indebtedness</b> means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> <li>(a) moneys borrowed,</li> <li>(b) any amount raised by acceptance under any acceptance credit facility or any dematerialised equivalent,</li> <li>(c) any amount raised pursuant to any note purchase facility or the issue of any debenture, bond, note or loan stock or other similar instrument (with the exception of any loan stock issued by a member of the Group which is cash collateralised),</li> <li>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,</li> </ul>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) receivables sold or discounted (otherwise than on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above

**First Chargor** means the persons originally party to the Security Agreement as chargors

**Group** means Grainger plc and its Subsidiaries for the time being

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 24 (Changes to the Obligors) of the Credit Agreement.

**Insolvency Act 1986** means the Insolvency Act 1986 (as amended by the Insolvency Act 2000 and the Enterprise Act 2002 and otherwise as amended from time to time)

**Issuing Bank** means

- (a) the Original Issuing Bank, or
- (b) any other Lender which agrees to become an Issuing Bank in accordance with clause 25 21 of the Credit Agreement (Change of Issuing Bank)

**Joint Mandated Lead Arrangers** means Barclays Capital, Lloyds TSB Bank Plc and the Royal Bank of Scotland Plc (as agent for National Westminster Bank Plc)

**Lender** means

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other person which has become a party in accordance with clause 23 (Changes to the Lenders) of the Credit Agreement,

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

**Letter of Credit** means a letter of credit or bank guarantee issued or to be issued by the Issuing Bank under the Revolving Facility substantially in the form set out in, in the case of a letter of credit, Part A and, in the case of a bank guarantee, Part B, of Schedule 13 (Letters of Credit and Guarantees) of the Credit Agreement or in each case in such other form requested by a Borrower and approved by the Facility Agent (acting on the instructions of the Majority Lenders) and the relevant Issuing Bank

**Loan** means the principal amount of each loan borrowed under the Term Facilities or the Revolving Facility or the principal amount outstanding of those borrowings

**Majority Lenders** means

(a) if there are no Utilisations then outstanding, a Lender or Lenders whose Commitments aggregate more than  $66\frac{2}{3}\%$  of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than  $66\frac{2}{3}\%$  of the Total Commitments immediately prior to the reduction), or

(b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding aggregate more than  $66\frac{2}{3}\%$  of all the Loans then outstanding

**Obligor** means

(a) an Original Obligor, or

(b) an Additional Obligor

**Original Borrower** means Grainger Finance Company Limited and Grainger plc (formerly Grainger Trust plc).

**Original Chargor** means

(1) Grainger Finance Company Limited, registered number 03798495,

(11) Grainger plc, registered number 00125575,

(111) BPT (Bradford Property Trust) Limited, registered number 00252992,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

- (iv) Bridgewater Lifetime Mortgages Limited, registered number 05065508,
- (v) Bridgewater Tenancies Limited, registered number 04952695,
- (vi) Bromley Property Investments Limited, registered number 04066391,
- (vii) GIP Limited, registered number 00884274,
- (viii) Grainger Equity Release Investment Properties Limited, registered number 05348579,
- (ix) Grainger Equity Release Management Limited, registered number 05348582,
- (x) Grainger Homes Limited, registered number 04125751,
- (xi) Grainger Retirement Housing No 1 (2007) Limited, registered number 06352305,
- (xii) Grainger Rural Limited, registered number 04736078,
- (xiii) Grainger Serviced Apartments Limited, registered number 05162999,
- (xiv) Grainger Treasury Property (2006) LLP, registered number OC325497,
- (xv) Grainger Unitholder No 1 Limited, registered number 05597611,
- (xvi) Home Properties Limited, registered number 03706047,
- (xvii) Northumberland & Durham Property Trust Limited, registered number 00182763, and
- (xviii) Warren Court Limited, registered number 03109104

**Original Guarantors** means the subsidiaries of Grainger plc originally party to the Credit Agreement as Guarantors

**Original Issuing Bank** means Barclays Bank PLC

**Original Lenders** means

- (1) The Royal Bank of Scotland PLC (acting as agent for National Westminster Bank plc),
- (11) Barclays Bank PLC,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iii) Lloyds TSB Bank PLC,</p> <p>(iv) Nationwide Building Society,</p> <p>(v) Bradford &amp; Bingley PLC,</p> <p>(vi) The Governor and Company of the Bank of Scotland,</p> <p>(vii) Allied Irish Banks PLC, and</p> <p>(viii) National Australia Bank Limited A B N</p> <p><b>Original Obligor</b> means the persons originally party to the Security Trust Deed as Obligors</p> <p><b>Receiver</b> means a receiver and manager, an administrative receiver or a receiver</p> <p><b>Resignation Notice</b> means a notice substantially in the form set out in Schedule 7 (Form of Resignation Notice) of the Credit Agreement, or any other form agreed between the Facility Agent and Grainger plc</p> <p><b>Revolving Facility</b> means the revolving credit facility referred to in clause 2.1(b) (The Facilities) of the Credit Agreement, being a Sterling revolving loan, letter of credit and bank guarantee facility in an aggregate amount equal to the Total Revolving Facility Commitments</p> <p><b>Revolving Facility Commitment</b> has the meaning given to that term in the Credit Agreement, being</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading Revolving Facility Commitment in Part B of Schedule 1 (The Original Parties) of the Credit Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement</p> <p><b>Second Deed of Accession</b> means a deed substantially in the form of Schedule 2 of the Second Security Agreement</p> <p><b>Secured Party Finance Document</b> means an A Finance Document or a B Finance Document</p>	

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## Particulars of a mortgage or charge

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Short particulars

**Security Agreement** means the security agreement dated 30 June 2004 (as acceded to from time to time) between, amongst others, each First Chargors and the Security Trustee under which each First Chargor grants a floating charge over its properties and other assets in favour of the Security Trustee

**Security Assets** means all assets, rights, interests, undertaking and property of the Chargors or any of them the subject of any security created or expressed to be created by or pursuant to the Second Security Agreement

**Security Document** means the Security Agreement, the Second Security Agreement, each Deed of Accession, each Second Deed of Accession and every other document entered into by the Chargors or any Subsidiary of any Chargor pursuant to the Security Agreement, the Second Security Agreement and/or clause 24 5 (Additional Guarantors) of the Credit Agreement, and, as the case may be, any equivalent provision of any A Finance Document or B Finance Document

**Security Interest** means a mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention arrangement or other security interest securing any obligation of any person or any other agreement or arrangement having a substantially similar effect

**Security Period** means the period beginning on the date of the Second Security Agreement and ending on the date on which the Security Trustee acting reasonably is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**Security Trust Deed** means the security trust deed dated 1 July 2004 (as amended from time to time) made between, amongst others, the Security Trustee and the First Chargors setting out the relative priorities of the A Finance Parties and the B Lenders in relation to the security given by, amongst others, the First Chargors

**Sterling** or £ means the lawful currency for the time being of the United Kingdom

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

**Term Facilities** means Term Facility A or Term Facility B

**Term Facility A** means the term loan facility made available under the Credit Agreement as described in clause 2 1(a) (The Facilities) of that agreement

**Term Facility A Commitment** means

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(a) in relation to an Original Lender, the amount set opposite its name under the heading Term Facility A Commitment in Part B of Schedule 1 (The Original Parties) of the Credit Agreement, and the amount of any other Term Facility A Commitment transferred to it under the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Term Facility A Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement</p> <p><b>Term Facility B</b> means the term loan facility made available under the Credit Agreement as described in clause 2 1(c) (The Facilities) of that agreement</p> <p><b>Term Facility B Commitment</b> means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading Term Facility B Commitment in Part B of Schedule 1 (The Original Parties) of the Credit Agreement and the amount of any other Term Facility B Commitment transferred to it under the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Term Facility B Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement</p> <p><b>Total Commitments</b> means the aggregate of the Total Term Facility A Commitments, the Total Term Facility B Commitments and the Total Revolving Facility Commitments, being £900,000,000 at the date of the Credit Agreement</p> <p><b>Total Revolving Facility Commitments</b> means the aggregate of the Revolving Facility Commitments, being £475,000,000 at the date of the Credit Agreement</p> <p><b>Total Term Facility A Commitments</b> means the aggregate of the Term Facility A Commitments, being £225,000,000 at the date of the Credit Agreement</p> <p><b>Total Term Facility B Commitments</b> means the aggregate of the Term Facility B Commitments, being £200,000,000 at the date of the Credit Agreement</p> <p><b>Transfer Certificate</b> means a certificate substantially in one of the forms set out in Schedule 5 (Form of Transfer Certificates) of the Credit Agreement or any other form agreed between the Facility Agent and Grainger plc</p>	



# MG01 - continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Utilisation** means a Loan or a Letter of Credit



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

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

**COMPANY NO. 5348582  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30  
SEPTEMBER 2011 AND CREATED BY GRAINGER EQUITY  
RELEASE MANAGEMENT LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
THE BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 18 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 OCTOBER  
2011

*OK*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES