

MG01

Particulars of a mortgage or charge

230289/91



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

For further information, please



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23/03/2012

#77

COMPANIES HOUSE

FRIDAY

1

**Company details**

Company number

6 2 4 0 9 1 5

Company name in full

40 Grosvenor Place (GP) Limited acting in its own capacity and as general

partner of 40 Grosvenor Place Limited Partnership (the **Chargor**)

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d1 d9 m0 m3 y2 y0 y1 y2

3

**Description**

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

Description

A confirmatory security agreement dated 19 March 2012 (the **Deed**) between, amongst others, the **Chargor** and the **Agent** (as defined below)

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to each Finance Party (as defined below) under each Finance Document (as defined below) including those obligations and liabilities as they are amended by the Fourth Supplemental Agreement (as defined below) (the **Secured Liabilities**)

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

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

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

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

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

Address for the Finance Parties (as defined below)

25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see the attached continuation sheets

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1. CREATION OF SECURITY

##### 1.1 General

(a) All the security created under the Deed

(i) is created in favour of the Agent,

(ii) is created over present and future assets of the Chargor,

(iii) is security for the payment and satisfaction of all the Secured Liabilities, and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Agent holds the benefit of the Deed on trust for the Finance Parties

(c) All the security created under the Deed

(i) is created in case the security created by the Original Security Agreement and the Original Confirmatory Security Agreement does not secure all of the Secured Liabilities, and

(ii) is created in addition to and does not affect the security created by the Original Security Agreement or the Original Confirmatory Security Agreement

(d) Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a second or third ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement or the Original Confirmatory Security Agreement until such time as the Security Interest created by the Original Security Agreement or the Original Confirmatory Security Agreement (as applicable) ceases to have effect

(e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement or the Original Confirmatory Security Agreement and the same asset or right is expressed to be assigned again under the Deed, that second or third assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement or the Original Confirmatory Security Agreement ceases to have effect at a time when the Deed still has effect

##### 1.2 Land

(a) The Chargor has charged

(i) by way of a first legal mortgage all its estates and interests in the property specified in schedule 1 to the Original Security Agreement reproduced in schedule 1 (Real Property) to this form MG01

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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) The Chargor has charged by way of a first fixed charge</p> <ul style="list-style-type: none"> <li>(i) to the extent they are not subject of a mortgage under sub-paragraph 2 2(a)(i) of the Deed all their estates or interests in the property in schedule 1 (Real Property) to this form MG01,</li> <li>(ii) all plant and machinery owned by the Chargor on the Mortgaged Property and its interests in any plant or machinery in its possession on the Mortgaged Property,</li> <li>(iii) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them,</li> <li>(iv) (to the extent they are not subject to an effective assignment under clause 2 3 of the Deed) all its rights under any Hedging Arrangement,</li> <li>(v) (to the extent they are not subject to an effective assignment under clause 2 3 of the Deed) all its rights under each Occupational Lease,</li> <li>(vi) 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 clause 2 2 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them,</li> <li>(vii) its rights under the appointment of any managing agent of the Mortgaged Property, and</li> <li>(viii) its rights under any agreement relating to the purchase of the Mortgaged Property by the Chargor</li> </ul> <p><b>1.3 Assignment</b></p> <p>The Chargor has assigned absolutely to the Agent by way of security all its rights and interests in</p> <ul style="list-style-type: none"> <li>(a) all Rental Income and any guarantee of Rental Income,</li> <li>(b) any Hedging Arrangements, and</li> <li>(c) the Partnership Agreement</li> </ul> <p><b>1.4 Miscellaneous</b></p> <p>A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes</p> <ul style="list-style-type: none"> <li>(a) all buildings and Fixtures on that property,</li> <li>(b) the proceeds of sale of any part of that property, and</li> <li>(c) the benefit of any covenants for title given or entered into by any predecessor in title</li> </ul>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

#### 1.5 Floating Charge

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

#### 1.6 Restrictions on dealing

The Chargor shall not

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

#### 2. INTERPRETATION

In this form MG01

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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>40 Grosvenor Place General Partner</b> means 40 Grosvenor Place (GP) Limited registered in England and Wales with registered number 6240915</p> <p><b>Accession Document</b> means a Counterparty Accession Agreement or a Subsidiary Chargor Accession Agreement</p> <p><b>Additional Counterparty</b> means a bank or financial institution who becomes, with the approval of the Majority Banks, a Counterparty after the date of the Credit Agreement</p> <p><b>Additional Subsidiary Chargor</b> means a company which becomes a Subsidiary Chargor in accordance with clause 26 5 of the Credit Agreement</p> <p><b>Additional Property</b> means any real property the security over which is created by a Security Document entered into after the first Drawdown Date, as described in that Security Document, and, where the context so requires, includes the buildings on that Additional Property</p> <p><b>Arranger</b> means Lloyds TSB Bank plc and Barclays Corporate</p> <p><b>Bank</b> means a financial institution based in schedule 1 to the Credit Agreement</p> <p><b>Borrower</b> means Grosvenor Management Limited registered in England and Wales with registered number 3406618 as general partner of the limited partnership carrying on business under the name Grosvenor London Office Fund (under change of name from GMETRO) registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP6666</p> <p><b>Commitment</b> means</p> <ul style="list-style-type: none"> <li>(a) in relation to a Bank which is a Bank on the Effective Date, the amount in Sterling set opposite its name in schedule 1 to the Credit Agreement and the amount of any other Bank's Commitment acquired by it under clause 27 of the Credit Agreement, and</li> <li>(b) in relation to a Bank which becomes a Bank after the Effective Date, the amount of any other Bank's Commitment acquired by it under clause 27 of the Credit Agreement,</li> </ul> <p>to the extent not cancelled, transferred or reduced under the Credit Agreement</p> <p><b>Confirmatory Security Agreement</b> means an English law governed confirmatory security agreement, entered into, or to be entered into by an Obligor in favour of the Agent</p> <p><b>Counterparty</b> means the Original Counterparty or an Additional Counterparty</p> <p><b>Counterparty Accession Agreement</b> means a letter, substantially in the form of part 2 of schedule 5 to the Credit Agreement, with such amendments as the Agent may approve or reasonably require</p> <p><b>Credit Agreement</b> means the £110,000,000 credit agreement dated 16 September, 2005 between (among others) the parties to the Original Security Agreement as amended and restated from time to time</p>

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

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**Drawdown Date** means the date of the advance of a Loan

**Effective Date** means 19 March 2012

**Event of Default** means an event specified as such in clause 18.1 of the Credit Agreement

**Fee Letter** means the letter dated the date of the Credit Agreement between the Arranger and the Borrower setting out the amount of various fees referred to in clause 20 of the Credit Agreement

**Finance Document** means

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

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

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

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

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

**Fourth Supplemental Agreement** means the supplemental agreement dated 19 March 2012 between, amongst others, the Borrower and the Agent relating to the Credit Agreement

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Particulars of a mortgage or charge

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

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**Fourth Supplemental Fee Letter** has the meaning given to it in the Fourth Supplemental Agreement

**General Partner** means Grosvenor Management Limited registered in England and Wales with registered number 3406618

**Hedging Arrangement** means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement

**Indirect Interest Property** means

- (a) a Partnership Interest Property, or
- (b) a Trust Interest Property

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

**Limited Partner** means each person designated as such in the Partnership Agreement at the date of the Original Security Agreement

**Loan** means the principal amount of each borrowing by the Borrower under the Credit Agreement or the principal amount outstanding of that borrowing.

**Majority Banks** means, at any time, Banks

- (a) Banks
  - (i) whose participations in the Loans then outstanding aggregate more than 66⅔ per cent of all the Loans then outstanding, or
  - (ii) if there are no Loans then outstanding, whose Commitments then aggregate more than 66⅔ per cent of the Total Commitments, or
  - (iii) if there are no Loans then outstanding and the Total Commitments have been reduced to nil, whose Commitments aggregated more than 66⅔ per cent of the Total Commitments immediately before the reduction, or
- (b) in relation to clauses 18 16 of the Credit Agreement or 19 8 of the Credit Agreement, Banks and Counterparties
  - (i) whose participations in the Loans then outstanding and whose mark-to-market exposure under the Hedging Arrangements aggregate more than 66⅔ per cent of all the Loans then outstanding and the aggregate of the mark-to-market exposure of all Counterparties under the Hedging Arrangements, or
  - (ii) if there are no Loans then outstanding and no mark-to-market exposure of any Counterparty under the Hedging Arrangements, whose Commitments then aggregate more than 66⅔ per cent of the Total Commitments, or



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- (iii) if there are no Loans then outstanding, the Total Commitments have been reduced to nil and there is no mark-to-market exposure of any Counterparty under the Hedging Arrangements, whose Commitments aggregated more than 66⅔ per cent of the Total Commitments immediately before the reduction

**Mortgaged Property** means any freehold or leasehold property the subject of the security created by the Original Security Agreement

**Novation Certificate** means a certificate substantially in the form of part 1 of schedule 5 to the Credit Agreement

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

**Occupational Lease** means any immediate occupational lease or licence or other right of occupation to which a Property or an Indirect Interest Property may be subject from time to time

**Original Confirmatory Security Agreement** means the confirmatory Security Agreement dated 14 September 2010

**Original Counterparty** means Lloyds TSB Bank plc and Barclays Bank plc

**Original Property** means

- (a) Almack House, 28 King Street, London, SW1,
- (b) 109 to 118 Old Broad Street, London, EC2,
- (c) 40 Grosvenor Place, London, SW1, or
- (d) 25 Moorgate, London, EC2,

each as more particularly described in schedule 1 to the Security Agreement delivered to the Agent pursuant to clause 4.1 and, where the context so requires, means the buildings on that Property

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

**Original Subsidiary Chargor** means

- (a) Victoria Investments (London) Limited (registered in England and Wales with registration number 3414161),
- (b) Belgrave House Investment Limited (registered in England and Wales with registration number 3872192),
- (c) Almack House Limited (registered in England and Wales with registration number 3872117),

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(d) 40 Grosvenor Place (GP) Limited (registered in England and Wales with registration number 6240915),</p> <p>(e) 40 Grosvenor Place (Nominee) Limited (registered in England and Wales with registration number 6240918),</p> <p>(f) 40 Grosvenor Place Limited Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP012344),</p> <p>(g) Mourant Property Trustees Limited (registered in Jersey with registration number 87660) in its capacity as trustee of Belgrave House Unit Trust, and</p> <p>(h) Mourant &amp; Co Trustees Limited (registered in Jersey with registration number 18478) in its capacity as trustee of Belgrave House Unit Trust</p> <p><b>Partnership</b> means an English limited partnership in which the Borrower has a Partnership Interest</p> <p><b>Partnership Agreement</b> means the agreement dated 7 August 2007 between the General Partner and the Limited Partners and includes any relevant resolutions and amending documents</p> <p><b>Partnership Interest</b> means a direct or indirect English limited partnership interest which is acquired by the Borrower and becomes subject to the security created by a Security Document</p> <p><b>Partnership Interest Property</b> means any real property owned by a Partnership</p> <p><b>Permitted Security Interest</b> means the definition as set out in the Credit Agreement</p> <p><b>Property</b> means an Original Property, an Additional Property, other than a Property which has been disposed of pursuant to clause 16 11 of the Credit Agreement</p> <p><b>Rental Income</b> means the aggregate of all amounts payable to or for the account of an Obligor in connection with the letting of all or part of a Property, including (but not limited to) each of the following amounts</p> <p>(a) rent (and any amount equivalent to rent) payable,</p> <p>(b) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) of the Landlord and Tenant Act 1927,</p> <p>(c) any rent payable to an Obligor by virtue of a determination made by the Court under section 24(A) of the Landlord and Tenant Act 1954,</p> <p>(d) any sum received from any deposit held as security for performance of any tenant's obligations,</p> <p>(e) a sum equal to any apportionment of rent allowed in favour of an Obligor under the contract for the purchase of a Property,</p>

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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

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

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

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

**Security Asset** means all assets of the Chargor the subject of any Security Interest under the Original Security Agreement

**Security Document** means

- (a) a security document listed in schedule 7 to the Credit Agreement,
- (b)
  - (i) a Security Agreement,
  - (ii) a Supplemental Security Agreement,
  - (iii) the Security Interest Agreement, or

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(iv) a Confirmatory Security Agreement,</p> <p>in each case entered into after the date of the Fourth Supplemental Agreement,</p> <p>(c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or</p> <p>(d) any other document designated as such by the Agent and the relevant Obligor</p> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p> <p><b>Security Interest Agreement</b> means the Jersey law security interest agreement between an Obligor and the Agent creating security over units in a Jersey law unit trust</p> <p><b>Sterling</b> means the lawful currency for the time being of the United Kingdom</p> <p><b>Subsidiary Chargor</b> means an Original Subsidiary Chargor or an Additional Subsidiary Chargor</p> <p><b>Subsidiary Chargor Accession Agreement</b> means a letter, substantially in the form of part 3 of schedule 5 to the Credit Agreement, with such amendments as the Agent may approve or reasonably require</p> <p><b>Supplemental Fee Letter</b> has the meaning given to that term in the Third Supplemental Agreement</p> <p><b>Supplemental Security Agreement</b> means a supplemental security agreement in the form of schedule 8 to the Credit Agreement with such amendments as the Agent may approve or reasonably require</p> <p><b>Third Supplemental Agreement</b> means the supplemental agreement dated 1 September between, amongst others, the Borrower and the Agent</p> <p><b>Total Commitments</b> means the aggregate for the time being of the Commitments, being £200,000,000 at the Effective Date</p> <p><b>Trust</b> means a unit trust or a trust of land (as defined in the Trusts of Land and Appointment of Trustees Act 1996) in which the Borrower has a direct or indirect Trust Interest</p> <p><b>Trust Interest</b> means</p> <p>(a) an interest in a unit trust,</p> <p>(b) a beneficial interest in a trust of land (as defined in the Trusts of Land and Appointment of Trustees Act 1996) located in England and Wales</p> <p><b>Trust Interest Property</b> means any real property owned by way of a Trust</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>SCHEDULE 1</b></p> <p style="text-align: center;"><b>REAL PROPERTY</b></p> <p>1      The leasehold land being 40 Grosvenor Place, London SW1 as registered at the Land Registry with Title number NGL753206</p>	

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## Particulars of a mortgage or charge

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### 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

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### 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).

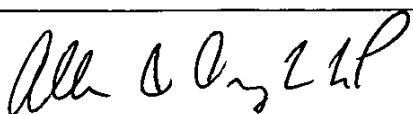
9

### Signature

Please sign the form here

Signature

Signature

X  X

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name Michael Cassone

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)



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

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

**COMPANY NO. 6240915  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY  
AGREEMENT DATED 19 MARCH 2012 AND CREATED BY 40  
GROSVENOR PLACE (GP) LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO  
EACH FINANCE PARTY ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 23 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MARCH 2012



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES