

MG01

Particulars of a mortgage or charge



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
company. To do this, please
use form MG01s

WEDNESDAY



A20708BL

A24

16/01/2013

#293

COMPANIES HOUSE

1

Company details

Company number

0 6 2 4 0 9 1 5

Company name in full

40 Grosvenor Place (GP) Limited (the "Chargor")

5

For official use

→ Filing 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 d0 m0 m1 y2 y0 y1 y3

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

Legal Charge made between the Chargor (1), 40 Grosvenor Place (Nominee)
Limited (2) (together the "Chargors") and the Agent (3) (the "Legal
Charge")

4

Amount secured

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

Amount secured

All obligations of each Obligor owed or expressed
to be owed to the Finance Parties under or in
connection with the Finance Documents whether owed
jointly or severally, as principal or surety or in
any other capacity

(the "Secured Liabilities")

Continuation page

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

MG01

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

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

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

Name Deutsche Hypothekenbank (Actien-Gesellschaft)

Address One Wood Street, London

(the "Agent")

Postcode E C 2 V 7 W T

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

1 Fixed Security

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee

(a) charged to the Agent as trustee for the Finance Parties by way of legal mortgage the Property,

(b) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in

(i) the Rental Income,

(ii) any Disposal Proceeds,

(iii) any Compensation Prepayment Proceeds,

(iv) any Recovery Prepayment Proceeds, and

(v) any Lease Prepayment Proceeds

(c) charged to the Agent as trustee for the Finance Parties by way of fixed charge its rights and interest in

(i) its present and future goodwill in respect of any business carried on by the Chargors at the Property,

(ii) any money now or at any time after the date of the Legal Charge standing to the credit of any Designated Account,

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

(111) any present or future Insurances and Insurance Prepayment Proceeds,
and

(d) assigned to the Agent as trustee for the Finance Parties by way of fixed security its rights and interest in any agreements listed in schedule 2 to the Legal Charge and any guarantee or security for the performance of any such agreements

2 Floating Security

2 1 Floating Charge

As continuing security for the payment of the Secured Liabilities each Chargor charged to the Agent as trustee for the Finance Parties by way of floating charge with full title guarantee all its right and interest in all Plant and Equipment now or in future located at the Property

2 2 Conversion

Subject to clause 4 3 (Moratorium under Insolvency Act) of the Legal Charge, the Agent may at any time by written notice to the Chargors convert the floating charge created by clause 4 1 (Floating Charge) of the Legal Charge into a fixed charge as regards any assets specified in the notice if

(a) an Event of Default has occurred and is continuing, or

(b) in the opinion of the Agent (acting reasonably) such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of a Chargor

2 3 Moratorium under Insolvency Act

The Agent shall not be entitled to convert the floating charge created by clause 4 1 (Floating Charge) of the Legal Charge into a fixed charge as a result only of any Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s1A of and schedule A1 to the Insolvency Act

3 Negative Undertakings

3 1 Negative pledge

Neither Chargor shall create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

3 2 Disposals

Neither Chargor shall save as expressly permitted by the Agreement sell, transfer, lease or otherwise dispose or purport or agree to dispose of

(a) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Agent as security trustee for the Finance Parties under clause 3 (Fixed Security) of the Legal Charge,

(b) any of its other assets other than on arms length terms in the ordinary course of its trading

MG01 - continuation page

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Short particulars

3 3 Centre of main interests

The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales

3 4 Other restrictions

The Chargor shall not without first obtaining the Agent's written consent

- (a) engage in any business or activity, apart from the ownership management and letting of the Property and ancillary activities as permitted by the Finance Documents,
- (b) change its auditors or its accounting reference date,
- (c) provide any form of credit or financial assistance to any person,
- (d) enter into any transaction with any person otherwise than on arm's length,
- (e) open an account with any bank or financial institution other than the Agent,
- (f) other than in the ordinary course of its business incur any actual or contingent liabilities including liabilities under any guarantee, indemnity or other assurance against loss,
- (g) incur or allow to subsist any Financial Indebtedness other than under the Finance Documents,
- (h) undertake any investment of any nature (which expression will include the creation of any Subsidiaries, the purchase of shares in any other company and the forming of any partnership),
- (i) merge or consolidate with any other person,
- (j) issue, redeem or purchase its own shares or provide financial assistance for any such purchase,
- (k) pay, make or declare any dividend or other distribution or payment of a similar kind

MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

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Short particulars

Definitions

"Agreement" means a loan agreement dated on or around the date of the Legal Charge made between (amongst others) the Borrower (1), the Original Lenders listed in parts 1 and 2 of schedule 1 to such loan agreement (2), Deutsche Hypothekenbank (Actien-Gesellschaft) as the Agent (3),

"Borrower" means NPS (Grosvenor) Limited incorporated in Jersey with number 103808 whose registered office is at First Island House, Peter Street, St Helier, Jersey JE2 4SP,

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Legal Charge,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Insolvency Act" means the Insolvency Act 1986;

"LPA" means the Law of Property Act 1925,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property, and

"Property" means all that leasehold land and property known as 40 Grosvenor Place, London SW1X 7AW and registered at the Land Registry under title numbers NGL753206.

MG01

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7

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

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

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

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

Commission, allowance or discount Nil

8

Delivery of instrument

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

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

MG01

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Presenter information

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

Contact name UPXH

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 10
JANUARY 2013 AND CREATED BY 40 GROSVENOR PLACE (GP)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES 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 16 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JANUARY
2013

Dx



Companies House



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