

MG01

Particulars of a mortgage or charge



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

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07/10/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 4 0 0 1 6 9 4

Company name in full Glenart 11 Grosvenor Crescent Limited (the "Charging Company")

→ 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 d2 d8 m0 m9 y2 y0 y1 y1

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 deed of assignment dated 28 September 2011 made between the Charging Company (1) Glenart Limited (2) Michael Cosgrave (3) and Patrick Conlan (4) in favour of Bank of Scotland plc (the "Secured Party") (5) (the "Deed of Assignment")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to
Schedule 6 to this Form MG01)

Continuation page

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

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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 Bank of Scotland plc

Address Princess House, 1 Suffolk House, London

Postcode E C 4 R 0 A X

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed of Assignment unless otherwise specified. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Deed of Assignment and which must be read as part of those charges

Particulars of the property mortgaged or charged

The Charging Company assigned absolutely to the Secured Party the benefit of all of its Property Agreement Claims by way of security for the payment or discharge of all Secured Sums

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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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

Continuation page 1

Covenants and Restrictions in the Deed of Assignment

1 By Clause 6 (*Negative Pledge and Other Restrictions*) the Charging Company agreed that it will not, without the prior written consent of the Secured Party (and save as otherwise permitted in any BoS Document), create or permit to subsist any Security Right over the Property Agreement Claims

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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

Continuation page 2

Definitions

"11 Grosvenor Crescent Property" means the leasehold property situated at 11 Grosvenor Crescent, London SW1 and registered at the Land Registry under title number NGL760770

"12 Grosvenor Crescent Property" means the leasehold property situated at 12 Grosvenor Crescent, London SW1 and registered at the Land Registry under title number NGL760767

"11 Grosvenor SPA" means the Agreement for Sale dated on or about 28 September 2011 between the Charging Company and Purchaser A relating to the sale and purchase of the 11 Grosvenor Crescent Property

"12 Grosvenor SPA" means the Agreement for Sale dated on or about 28 September 2011 between Glenart Limited (registered company number 3859037) and Purchaser B relating to the sale and purchase of the 12 Grosvenor Crescent Property

"Assignors" means the Charging Company, Glenart Limited (registered company number 3859037), Michael Cosgrave and Patrick Conlan

"Borrowers" means those companies listed in Schedule 12A of the Facilities Agreement (as amended and restated on 28 February 2011 and as amended on 11 July 2011 and as further amended, varied, restated, novated or replaced from time to time)

"BoS" means Bank of Scotland plc and its successors, assignors and transferees

"BoS Documents" means the Facilities Agreement, each amendment letter to the Facilities Agreement, the Amendment and Restatement Letter, the Additional Guarantee, the Security Documents, the Guarantee, the Guarantee Accessions (each as defined in the Facilities Agreement) and all documents ancillary or supplemental to any of them and any other document designated as such by the Borrowers and BoS

"Facilities Agreement" means the facilities agreement dated 14 April 2005 and made between, among others, the Secured Party and Omev Limited (as a Borrower) (as amended and restated on 28 February 2011 and as amended on 11 July 2011 and as further amended, varied, restated, novated or replaced from time to time)

"Obligors" means those companies listed in Schedule 12B of the Facilities Agreement (as amended and restated on 28 February 2011 and as amended on 11 July 2011 and as further amended, varied, restated, novated or replaced from time to time)

"Property Agreements" means the Sale and Purchase Agreements and the Tenancy Agreements and any other document designated as such by the Secured Party and the Assignors

"Property Agreement Claims" means all of each of the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Assignors, and any rights of abatement or set off, and all other rights of recover under or pursuant to any of the Property Agreements, as applicable

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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

Continuation page 3

"Purchaser A" means Grosvenor Properties, a private unlimited company incorporated and existing under the laws of England and Wales with registered company number 968242, having its registered office at 70 Grosvenor Street London D1K 3JP

"Purchaser B" means Grosvenor West End Properties, a private unlimited company incorporated and existing under the laws of England and Wales with registered company number 00956235, having its registered office at 70 Grosvenor Street London W1K 3JP

"Sale and Purchase Agreements" means the 11 Grosvenor SPA and the 12 Grosvenor SPA

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent, whether as principal as surety, and whether owed jointly or severally or in any other capacity whatsoever) of the Borrowers and Obligors to the Secured Party on any account whatsoever, together with

(a) all costs, charges and expenses incurred by the Secured Party in connection with the protection, preservation or enforcement of its rights under any BoS Document to which the Charging Company is a party, and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any BoS Document or the obligations and liabilities imposed under such documents to which the Charging Company is party

"Tenancy Agreements" means (1) the Tenancy Agreement dated 8 September 2011 between the Charging Company and the Tenant and (2) the Agreement relating to 4 Grosvenor Crescent Mews London SW1X 7EU dated 8 September 2011 between the Charging Company and the Tenant

"Tenant" means the current leasehold tenant occupying the Tenanted Part of the 11 Grosvenor Property, namely Gisela Oswald of 4 Grosvenor Crescent Mews, London SW1X 7EU

"Tenanted Part" means the portion of the 11 Grosvenor Mews Property currently occupied by the Tenant, namely 4 Grosvenor Crescent Mews, London, SW1

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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

Not applicable

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 *Hygeon Limited* X

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

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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 F3/DG/PT/19558 08911

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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. 4001694
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 28
SEPTEMBER 2011 AND CREATED BY GLENART 11 GROSVENOR
CRESCENT LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE BORROWERS AND OBLIGORS TO
THE SECURED 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 7 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 OCTOBER
2011

OX



Companies House
— for the record —



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