

MG01

084285/65



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

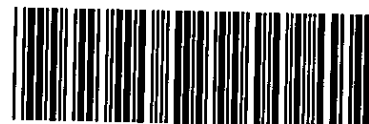
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

THURSDAY



A1E08H2Q

A37

26/07/2012

#79

COMPANIES HOUSE

1

Company details

Company number

0 4 3 6 4 2 4 1

Company name in full

Ayresbrook Limited (the "Chargor")

3

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

d1 d7 m0 m7 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

Third Party Share Mortgage made between the Chargor (1), Great Portland Estates PLC (2) (each a "Chargor" and together the "Chargors") and the Lender (3) (the "Deed")

4

Amount secured

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

Amount secured

7

(a) all obligations of each Obligor and each Chargor owed or expressed to be owed to the Lender pursuant to the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity, and

(b) in the case of any Obligor and any Chargor any obligation referred to in (a) above which is or becomes Unenforceable and any cost, loss or liability which the Lender incurs as a result of any such Obligor or Chargor not paying any amount expressed to be payable by it on the date when it is expressed to be due

(the "Secured Liabilities")

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 Canada Life Limited

Address 1-6 Lombard Street, London

(the "Lender")

Postcode E C 3 V 9 J U

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 Security

1 1 As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee assigned to the Lender by way of equitable mortgage all its present and future rights and interest in

(a) the Investments, and

(b) all Dividends

2 Negative Undertakings**2 1 Negative pledge**

No Chargor shall create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

2 2 Disposals

No Chargor shall sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property

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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

Definitions

To the extent not defined herein, capitalised terms and expressions used in the Deed shall have the same meanings as ascribed to them in the Agreement and

"**Agreement**" means a loan agreement dated 11 July 2012 made between the Borrower (1), the General Partner (2), the Nominee (3) and the Lender (4) as the same may be amended, novated, supplemented and/or restated from time to time,

"**Borrower**" means The Great Victoria Partnership, a limited partnership constituted pursuant to the Partnership Agreement (as defined in the Agreement) and registered under the Limited Partnership Act 1907 with registration number LP009971 whose registered office is at 33 Cavendish Square, London W1G 0PW acting through its general partner, the General Partner,

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"**Charged Property**" means the assets mortgaged by the Chargors under the Deed and includes

"**Default Rate**" means the interest rate provided for in clause 8.3 of the Agreement in relation to Unpaid Sums,

"**Dividends**" means all dividends, interest and other money payable in respect of the Investments,

"**Drawdown Date**" means a Business Day on which the Loan is or is proposed to be made under the terms of the Agreement,

"**Finance Documents**" has the same meaning as assigned to it in the Agreement,

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

"**General Partner**" means THE GREAT VICTORIA PARTNERSHIP (G P) LIMITED, a company incorporated in England and Wales with registration number 05216728 whose registered office is at 33 Cavendish Square London W1G 0PW,

"**Insolvency Act**" means the Insolvency Act 1986,

"**Investments**" means

- (a) the shares listed in Schedule 1 (Scheduled Shares) to this Form MG01, and
- (b) all other stocks, shares and other securities of the General Partner now or at any time after the date of the deed owned by each Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and all rights and benefits in respect of the assets referred to in (a) and (b) above other than the right to receive Dividends,

"**LPA**" means the Law of Property Act 1925,

"**Nominee**" means Great Victoria Property Limited, a company incorporated in England and Wales with registration number 05208609 whose registered office is at 33 Cavendish Square, London W1G 0PW,

"**Obligors**" means the Borrower, the General Partner and the Nominee, and "**Obligor**" means any one of them,

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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>"Permitted Security" means</p> <ul style="list-style-type: none"> (a) a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days, (b) the Security in favour of the Lender, and (c) any Security which is to be irrevocably and unconditionally discharged on the Drawdown Date, <p>"Security" means a mortgage, charge, standard security, assignation in security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Lender or any Chargor) and "Unenforceability" will be construed accordingly</p> <p>"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents,</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

SCHEDULE 1

Scheduled Shares

The entire issued share capital of the Company from time to time, being as at the date of the Deed

No.	Chargor	Shareholding in the Company
1	Ayresbrook Limited	1 ordinary "B" share of £1 00

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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

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).

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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

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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 UAHR/UGAM

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. 4364241
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY SHARE MORTGAGE
DATED 17 JULY 2012 AND CREATED BY AYRESBROOK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR AND EACH CHARGOR TO CANADA
LIFE LIMITED 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 26 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JULY 2012



Companies House
— for the record —



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

DX