

MG01

Particulars of a mortgage or charge



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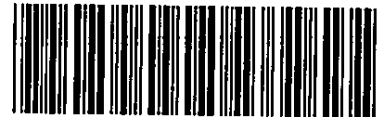
A fee is payable with this form

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

THURSDAY



LFKLFP7G

LD4

18/11/2010

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COMPANIES HOUSE

1 Company details

Company number 06312634
Company name in full Moorfield Real Estate Fund II GP Limited

→ **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 02/11/2010

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 Security Interest Agreement (the "Deed")

4 Amount secured

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

Amount secured All monies, obligations and liabilities which shall from time to time
(and whether on or at any time after any demand or judgment) be
due, owing or incurred from each Obligor to the Finance Parties (or
any of them) under each of the Finance Documents whether actually
or contingently and whether solely or jointly with any other person
and in whatever style or name and whether as principal or surety
and, to the extent not included in the foregoing, shall include all
present and future obligations and liabilities (whether actual or
contingent) of the Grantors alone or jointly or severally with any
other person and in whatever name and whether as principal or
surety or in any other capacity whatsoever under or in connection
with the Deed (the "Secured Liabilities")

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

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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							
Name	Eurohypo Aktiengesellschaft, London Branch ("Secured Party")							
Address	4th Floor, 90 Long Acre, London							
Postcode	W	C	2	E		9	R	A
Name								
Address								
Postcode								

Continuation page

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 The Secured Party shall have title to all the Grantors' right, title and interest, present and future in, to and under the Collateral to the intent that the Secured Party shall pursuant to the Deed have a security interest under the Security Law in the Collateral</p> <p>2. To the intent that the Secured Party shall acquire such title in accordance with the Security Law, each Grantor assigns to the Secured Party all that Grantor's right, title and interest, present and future in, to and under the Collateral</p> <p>NOTES</p> <p>1 Each Grantor undertakes to:</p> <p>(a) deliver to the Secured Party a Notice with respect to the Collateral; and</p> <p>(b) procure that the Jersey Counterparty delivers to the Secured Party an Acknowledgement with respect to the Collateral, promptly upon delivery to the Jersey Counterparty of such Notice.</p> <p>2. The Deed provides that:</p> <p>(a) The liability of each Grantor to the Finance Parties under Clause 2 1 of the Deed shall be:</p> <p>(i) limited in aggregate to an amount equal to that recovered by the Finance Parties as a result of the enforcement of the Deed with respect to the Security Interests; and</p> <p>(ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Interests pursuant to the Deed; and</p> <p>(b) the Finance Parties shall not have any recourse under Clause 2.1 of the Deed to any assets of either Grantor other than the Security Interests.</p> <p>3 The Grantors shall not:</p> <p>(a) take or permit the taking of any action which may result in.</p> <p>(i) the amendment or replacement of the Constitution of the Collateral or any part of it (save as may in the opinion of the Secured Party be necessary or desirable so that the terms of the Constitution of the Collateral are or remain consistent with the Deed), or</p> <p>(ii) any rights attaching to the Collateral or any part of it being altered,</p>	

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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

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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 866).

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 870). 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 *James Loughton Parker CMA*

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 James Bevans 29116.29

Company name Berwin Leighton Paisner LLP

Address Adelade House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

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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) assign, transfer, surrender, sell, redeem or otherwise dispose of or deal with the Collateral or any part of it or any interest in the same or agree or purport to do or permit any such thing except in accordance with the terms of the Finance Documents;</p> <p>(c) have subsisting or create any Encumbrance other than the Security Interests applying to or affecting the Collateral or any part of it or permit the same to subsist or be created;</p> <p>(d) take or omit to take any action (other than in performance of its obligations under any Finance Document) which could adversely affect or diminish the value of the Collateral or any part of it;</p> <p>(e) do or cause or permit to be done (or omit to do or omit to cause or permit to be done) (other than in performance of its obligations under any Finance Document) anything which may in any way adversely affect the Security Interests; or</p> <p>(f) without the prior written consent of the Secured Party (except in accordance with the terms of the Deed or the Finance Documents), amend, supplement, terminate or otherwise modify the Security Interests or purport to do so</p> <p>6. The Grantors shall at the expense of the Grantors take whatever action the Secured Party may at any time reasonably require:</p> <p>(a) for creating, perfecting or protecting the Security Interests or any of them,</p> <p>(b) without prejudice to the generality of the foregoing, for the exercise of any right, power or discretion exercisable by the Secured Party or any representative of the Secured Party in respect of the Collateral or any part of it,</p> <p>(c) without prejudice to the generality of the foregoing, for creating new Encumbrances (which, for the avoidance of doubt, need not be governed by Jersey law) over the Collateral or any part of it or any rights under the Loan Agreement on such terms as the Secured Party may in its discretion require to give the Secured Party security for the payment and discharge of the Secured Liabilities, and/or</p> <p>(d) without prejudice to the generality of the foregoing, for facilitating the realisation of the Collateral or any part of it (provided that an Event of Default is continuing) The actions referred to in this note 6 include (1) the execution of any power of attorney, transfer, conveyance, assignment or assurance of any property or rights whether to the Secured Party or any representative of the Secured Party and (2) the giving of any notice, order or direction and the making of any registration which is in the opinion of the Secured Party necessary or desirable</p> <p>7. The Secured Party may at any time while an Event of Default is continuing (and notwithstanding any settlement of account or any other matter).</p> <p>(a) combine or consolidate any or all of its then existing accounts with either Grantor wherever they may be situate (including accounts in the name of either Grantor jointly with others) whether such accounts are current, deposit, loan or of any other nature, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency; and</p> <p>(b) set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any or all of the Secured Liabilities which to the extent not then payable shall automatically become payable to the extent necessary to effect such set-off.</p> <p>8 This form is filed by the company in its capacity as general partner of each Grantor and on its own behalf.</p> <p>9. The Deed contains or incorporates the following definitions.</p> <p>"Acknowledgement" means an acknowledgement substantially in the form of Schedule 2 to the Deed</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

"Administrative Parties" means each and all of the Arranger, the Agent and the Security Trustee

"Agent" means Eurohypo Aktiengesellschaft, London Branch as agent for the Finance Parties.

"Arranger" means Eurohypo Aktiengesellschaft, London Branch as the mandated arranger of this Facility granted by the Facility Agreement.

"Borrower" means MREF Skypark 1 Limited Partnership acting by MREF II Skypark GP 1 Limited, and MREF Skypark 2 Limited Partnership acting by MREF II Skypark GP 2 Limited

"Chargor" means MREF II Skypark 1 Limited Partnership acting by MREF II Skypark GP 1 Limited, MREF II Skypark 2 Limited Partnership acting by MREF II Skypark GP 2 Limited, MREF II Skypark GP1 Limited in its own capacity, and MREF II Skypark GP2 Limited in its own capacity

"Collateral" means all debt obligations of the Jersey Counterparty to the Grantors under or pursuant to the Loan Agreement whether of principal, interest or otherwise and whether existing at the date of the Deed or thereafter.

"Constitution of the Collateral" means each agreement or other document by or pursuant to which the Collateral or any part of it is constituted or which creates or evidences the Collateral or any part of it

"Encumbrance" means a security interest, mortgage, charge, pledge, lien, set-off or other encumbrance or any other agreement, arrangement, equity or other right having a similar effect and shall include a security interest created under the Security Law.

"Event of Default" means any of the events specified in clause 7.1 of the Deed.

"Facility Agreement" means the £29,975,000 facility agreement dated on or about the date of the Deed between, amongst others, MREF II Skypark GP 1 Limited (acting as general partner of the MREF II Skypark 1 Limited Partnership) and MREF II Skypark GP 2 Limited (acting as general partner of the MREF II Skypark 2 Limited Partnership) (as borrowers) and Eurohypo Aktiengesellschaft, London Branch (acting in its various capacities as arranger, agent, security trustee, hedging counterparty and original lender) and without prejudice to the generality of Clause 1.2(j). This definition includes all amendments and supplements to it including any providing for further advances.

"Finance Documents" shall have the meaning given to that expression in the Facility Agreement, being each of the Facility Agreement, and also each Security Document, the Subordination Agreement, the Fees Letter, the Hedging Arrangements, any Duty of Care Agreement, the Utilisation Request, each Transfer Certificate, any Accession Letter (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Obligor and the Agent.

"Finance Documents" includes the Deed and without prejudice to the generality of Clause 1 2(k) of the Deed includes all amendments and supplements to any of them including any providing for further advances

"Finance Parties" shall have the meaning given to that expression in the Facility Agreement, being each of the Administrative Parties, the Hedging Counterparty and the Lenders.

"Grantors" means Grantor 1 and Grantor 2, and **"Grantor"** means either of them

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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

"Grantor 1" means **MOORFIELD REAL ESTATE FUND II "A" L.P.**, a limited liability partnership formed and registered under the Limited Partnerships Act 1907 with registered number LP012496 of Nightingale House, 65 Curzon Street, London, W1J 8PE, acting through its general partner **Moorfield Real Estate Fund II GP Limited**, a company incorporated in England and Wales with registered number 06312634, whose registered office is at Nightingale House, 65 Curzon Street, London W1 8PE

"Grantor 2" means **MOORFIELD REAL ESTATE FUND II "B" L.P.**, a limited liability partnership formed and registered under the Limited Partnerships Act 1907 with registered number LP012497 of Nightingale House, 65 Curzon Street, London, W1J 8PE, acting through its general partner **Moorfield Real Estate Fund II GP Limited**, a company incorporated in England and Wales with registered number 06312634, whose registered office is at Nightingale House, 65 Curzon Street, London W1 8PE

"Hedging Counterparty" means Eurohypo Aktiengesellschaft, London Branch as hedging counterparty.

"Jersey Counterparty" means **MREF II Skypark GP 1 Limited**, a company incorporated in Jersey, Channel Islands with registered number 103364, whose registered office is at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG acting as general partner of the **MREF II Skypark 1 Limited Partnership**, a limited partnership established in Jersey with registered number LP1158 and constituted by a limited partnership agreement dated 5 October 2010 as amended by an amendment agreement dated on or about the date of the Deed

"Lender" means:

- (a) the Original Lender; and
- (b) any person which has become a Party in accordance with clause 26 of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Loan Agreement" means the loan agreement dated on or about the date of the Deed between the Grantors as lenders and the Jersey Counterparty as borrower providing for loans of a maximum principal amount of £5,300,000

"Notice" means a notice substantially in the form of Schedule 1 of the Deed.

"Obligor" shall have the meaning given to it in the Facility Agreement, being each of the Borrowers and each Chargor.

"Original Lender" means Eurohypo Aktiengesellschaft, London Branch.

"Secured Party" means Eurohypo Aktiengesellschaft, London Branch, whose registered office is at 4th Floor, 90 Long Acre, London WC2E 9RA acting as security trustee for the Finance Parties

"Security Interests" means the security interests created or constituted by or pursuant to the Deed pursuant to the Security Law

"Security Law" means the Security Interests (Jersey) Law 1983

"Security Trustee" means Eurohypo Aktiengesellschaft, London Branch as security trustee for the Finance Parties.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6312634
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 2 NOVEMBER 2010 AND CREATED BY
MOORFIELD REAL ESTATE FUND II GP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO THE FINANCE PARTIES (OR ANY OF THEM) AND
FROM THE GRANTORS 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 NOVEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER
2010**



Companies House
— for the record —



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