

2 2 8 7 1 8 / 1 3

MG01

Particulars of a mortgage or charge



iris
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 re-
gister particulars of a charge for a S
company. To do this, please u
form MG01s

TUESDAY



L4WX7X4Q

LD7

30/08/2011

15

COMPANIES HOUSE

1 Company details

Company number 0 5 2 2 8 4 3 8

Company name in full Grosvenor Liverpool Limited (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 d2 d2 m0 m8 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 Supplemental security agreement (the "Supplemental Security Agreement") between Grosvenor
Liverpool Fund (acting by way of its general partner the Chargor) (the "Borrower"), the Chargor
and Eurohypo AG, London Branch (the "Facility Agent"), being supplemental to a security
agreement dated 12 January 2011 (the "Security Agreement") between, among others, the
Borrower, the Chargor and the Facility Agent

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 owned jointly or severally or in any other
capacity whatsoever) of each Obligor to any Finance Party under
each Finance Document, except for any obligation which, if it were
so included, would result in the Supplemental Security Agreement
contravening sections 678 or 679 of the Companies Act 2006 (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 Eurohypo AG, London Branch

Address 4th Floor, 90 Long Acre

London

Postcode W C 2 E 9 R A

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

Land

The Chargor charges by way of a first legal mortgage the Property, including

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities

- (a) it has charged in favour of the Facility Agent by way of first fixed charge the assets relating to the Property and referred to in subclauses 2 3 (Securities) to 2 6 (Book debts etc) (inclusive) and subclause 2 10 (Miscellaneous) of the Security Agreement, and
- (b) it has assigned to the Facility Agent by way of security assets relating to the Property and referred to in subclause 2 7 (Insurances) to 2 9 (Other contracts) (inclusive) of the Security Agreement

Restrictions on dealings

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for the Security Agreement and the Supplemental Security Agreement)

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	<p><u>Definitions</u></p> <p>Credit Agreement means the £394,460,000 (originally £383,000,000) credit agreement dated 23 December 2010 (as amended on 17 August 2011) between, among others, the Chargor and the Facility Agent</p> <p>Finance Document means</p> <ul style="list-style-type: none"> (a) the Credit Agreement, (b) a Security Document (as defined in the Credit Agreement), (c) any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement, (d) a subordination agreement, substantially in the form scheduled to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require, (e) any letter entered into by reference to the Credit Agreement between one or more of the Administrative Parties (as defined in the Credit Agreement) and the Borrower setting out the amount of certain fees referred to in the Credit Agreement, (f) a certificate, substantially in the form scheduled to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower, or (g) any other document designated as such by the Facility Agent and the Borrower <p>Finance Party means a Lender, a Counterparty or an Administrative Party (each as defined in the Credit Agreement)</p> <p>Obligor means the Borrower, the Chargor, Grosvenor Liverpool Residential Fund (acting by way of its general partner, Liverpool One Residential GP Limited) or Liverpool One Residential GP Limited</p> <p>Property means the freehold property known as 52 to 78 (even) Lord Street, Liverpool registered at the Land Registry under title number MS85025</p> <p>Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement and the Supplemental Security Agreement</p> <p>Security Interest means any mortgage, pledge, lien, charge assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p>	

MG01

Particulars of a mortgage or charge

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 *Andrew J. Owen* X

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

MG01

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 Richard Semple

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 3048



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. 5228438
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY
AGREEMENT DATED 22 AUGUST 2011 AND CREATED BY
GROSVENOR LIVERPOOL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY FINANCE PARTY TO EUROHYPO AG LONDON BRANCH
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 30 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 AUGUST 2011

22/1



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES