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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

370158/156

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

11316

00623364

Name of company

* Town Centre Securities PLC

Date of creation of the charge

19 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

3 Legal Mortgage dated 19 March 2009 ("**Mortgage**") made between (1) the Company ("**Mortgagor**") and (2) Lloyds TSB Bank Plc ("**Bank**").

Amount secured by the mortgage or charge

4 All money and liabilities whether actual or contingent (including further advances made hereafter by the Bank and secured directly or indirectly by the Mortgage) which now are or at any time hereafter may be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank on any current or other account or in any manner whatsoever without limitation (and whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person, firm or corporation and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) together with interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor in writing or, in the absence of such agreement, at the rate of two per cent cont/

Names and addresses of the mortgagees or persons entitled to the charge

Lloyds TSB Bank Plc, City Office, PO Box 72, Bailey Drive, Gillingham, Kent

Postcode ME8 0LS

Presenter's name address and
reference (if any):

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

PFB/44377/202364/23653420

Time critical reference
PFB

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



AEYTD8FF

A28

24/03/2009

221

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Mortgagor with full title guarantee hereby charges by way of legal mortgage the Mortgaged Property (as defined below) (in which the Mortgagor is solely and beneficially interested) as a continuing security for the payment to the Bank of the Secured Obligations (as defined below) subject to the Prior Mortgage(s) (as defined below) and to the principal money, interest and other money thereby secured.

2. The Mortgagor with full title guarantee assigns to the Bank the goodwill of the business (if any) now or at any time hereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (as defined below) (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment to have, receive and hold the same unto the Bank absolutely subject to redemption upon payment of all the Secured Obligations.

cont...

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DHO Piper LUC LLP

Date

23/03/2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Town Centre Securities PLC

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

above the Bank's base rate for the time being in force in respect of any such money or liabilities denominated in sterling and two per cent above the Bank's cost (as certified by the Bank) from time to time of obtaining the relevant currency in respect of any such money or liabilities denominated in a currency other than sterling and commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or in enforcing the security hereby created on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement.

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

3. The Mortgagor with full title guarantee hereby assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and the Mortgagor will at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereafter granted to secure the Secured Obligations such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require provided that if at any time the Secured Obligations shall have been paid or discharged in full the Bank will at the request and cost of the Mortgagor re-assign any such guarantees and covenants which may have been assigned to the Bank by or pursuant to this clause to the Mortgagor.

4. Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property:

(i) the Mortgagor with full title guarantee charges by way of fixed charge the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called "the Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations; and

(ii) subject to the rights of the holder(s) for the time being of any Prior Mortgages, the Mortgagor will (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank.

5. The security constituted by the Mortgage shall extend to all beneficial interests of the Mortgagor in the Mortgaged Premises (as defined below) and to any proceeds of sale or other realisation thereof or of any part thereof.

Name of company

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Note - Definitions

"Environmental Law" means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the work place, the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Clean Air Acts, the Alkali, etc, Works Regulation Act 1906, the Planning Hazardous Substances Act 1990, the Public Health Acts and the Radioactive Substances Act 1960 and any European Community legislation regulating the same) from time to time in force and any other instrument plan regulation permission authorisation and direction made or issued thereunder or deriving validity therefrom;

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law;

"Mortgaged Licences" means all present and future licences (if any) (excluding Environmental Licences) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property;

"Mortgaged Premises" means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Mortgage and such expression shall include all or any part thereof;

"Mortgaged Property" means all that freehold property known as land at Ducie Street, Manchester forming part of title number GM872305 and all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property and such expression shall include all or any part thereof provided that, where the expression **"Mortgagor"** is or includes an individual, the term **"Mortgaged Property"** shall not include any item belonging to the Mortgagor (or any party comprised in the expression the **"Mortgagor"**) or in which the Mortgagor (or such party) may have an interest, being an item which would or would be deemed to be a "personal chattel" within the Bills of Sale Act 1878 and shall not include any item (if not already excluded by the foregoing) which would lead to this Mortgage being considered to be a bill of sale;

"Prior Mortgage(s)" means the prior mortgage(s) or charge(s) mentioned in the second schedule of the Mortgage; and

"Secured Obligations" means:

(i) all money and liabilities and other sums hereby covenanted to be paid by the Mortgagor to the Bank; and

(ii) all other money and liabilities hereby intended to be secured (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 6, 10, 11, 12, 15, 19 and 23 of the Mortgage).



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 623364
CHARGE NO. 136

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 19
MARCH 2009 AND CREATED BY TOWN CENTRE SECURITIES
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24
MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES