

MG01

Particulars of a mortgage or charge

130583/91

Oyez

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
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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LD4

28/12/2012

#304

COMPANIES HOUSE

1 Company details

Company number

0 5 2 6 1 5 9 8

Company name in full

Allied London (Manchester House) Limited
(the "Chargor")

5

For official use

Filing 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

1 7 1 2 2 0 1 2

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 security agreement made between (among others) (1) the Chargor and (2)
The Royal Bank of Scotland plc ("Security Agent") dated 17 December 2012
("Security Agreement").

4 Amount secured

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

Amount secured

All present and future obligations (whether actual
or contingent and whether owed jointly or severally
or in any other capacity whatsoever) of each
Obligor to any Secured Party under each Finance
Document ("Secured Liabilities")

See continuation sheet

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	
Name	The Royal Bank of Scotland plc
Address	280 Bishopsgate London
Postcode	E C 2 M 4 R B
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	

Continuation page

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

Nature of Security Created

The Security created under the Security Agreement was created

(1) as a continuing security to secure the payment and discharge of the Secured Liabilities,

(2) (except in the case of assets which are subject of a legal mortgage under the Security Agreement) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that the Chargor does not own those assets, shall extend to any right or interest which the Chargor may have in them,

(3) in favour of the Security Agent as trustee for the Secured Parties; and

(4) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

Negative Pledge

The Chargor covenanted not to create or permit to subsist any Security over any Security Asset except for Security permitted under the Facility Agreement

Schedule 2 of the Security Agreement Land Charged by way of Legal Mortgage

Owner	Description and address	Title number
Irwell Square Retail Limited	Blocks A and B, Leftbank, Spinningfields, Manchester	MAN71320 MAN71321
3 Hardman Square	Units 1, 2 and 3, 3 Hardman Square, Spinningfields, Manchester	MAN93826 MAN93827 MAN93828
4 Hardman Square	Units 1 and 2, 4 Hardman Square, Spinningfields, Manchester	MAN93834 MAN93835
(See continuation sheet)		

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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 *Stephen Mark CCP* 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

Sarah Amin

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

Country/Region

Postcode

E C 2 M 7 S H

Country

DX

DX 64, Chancery Lane

Telephone

020 7809 2554

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



4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Land The Chargor charged:</p> <p>(1) by way of legal mortgage its interest in the Land referred to in Schedule 2 (Land charged by way of legal mortgage) of the Security Agreement (as reproduced in schedule 2 to this form MG01); and</p> <p>(2) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land</p> <p>Investments The Chargor mortgaged or (if or to the extent that the Security Agreement does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for a chargor by any nominee</p> <p>Equipment The Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under clause 3 1(Land)of the Security Agreement (as reproduced in this form MG01)</p> <p>Controlled Accounts (1) The Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account and all of its right, title and interest in and relating to each Controlled Account (2) Subject to clause 3 4.3 of the Security Agreement (as reproduced in paragraph 3 below), save as permitted under the terms of the Facility Agreement, no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Chargor until (a) the Secured Liabilities have been paid and discharged in full, and (b) no Finance Party is under any obligation to make banking or other facilities available to the Chargor, and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Secured Parties' rights under the Security Agreement) as the Security Agent may from time to time permit (3) Clause 3 4.2 of the Security Agreement (as reproduced at paragraph 2 above) shall not apply to the extent it would prejudice any Finance Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account, including any right of a Finance Party under the Finance Documents to make a withdrawal from a Controlled Account</p> <p>Intellectual Property Rights The Chargor charged by way of fixed charge all Intellectual Property Rights</p> <p>Goodwill The Chargor charged by way of fixed charge its goodwill</p> <p>Uncalled capital The Chargor charged by way of fixed charge its uncalled capital from time to time.</p> <p>Authorisations</p>

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset.

Collateral Warranties

The Chargor charged by way of fixed charge all its rights under any Collateral Warranties

Insurances

The Chargor assigned absolutely all rights and interests under the Insurances.

Hedging Agreements

The Chargor assigned absolutely all of its rights and interest under any Hedging Agreement

Other contractual rights

The Chargor assigned absolutely all its rights and interests under or in respect of

- (1) each Lease Document,
- (2) all Rental Income,
- (3) all Disposals Proceeds payable to the chargors in respect of the Land referred to in Schedule 2 of the Security Agreement,
- (4) any guarantee of Rental Income contained in or relating to any Lease Document and any document ancillary or supplemental to a Lease Document,
- (5) the Share Purchase Agreement, and
- (6) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to clause 3 of the Security Agreement (as reproduced in this form MG01)

Other assets

- (1) The Chargor charged by way of floating charge all its present and future businesses, undertakings and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 of the Security Agreement (as reproduced in this form MG01).
- (2) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge or assigned under clause 3 of the Security Agreement (as reproduced in this form MG01)

Trust

(1) Subject to clause 3 14.2 of the Security Agreement (as reproduced in paragraph 2 below), if or to the extent that the assignment or charging of any Security Asset is prohibited, the relevant Chargor holds it on trust for the Security Agent.

(2) If the reason referred to in clause 3.14.1 of the Security Agreement (as reproduced in paragraph 1 above) is that

- (a) a consent or waiver must be obtained, or
- (b) a condition must be satisfied,

then

(1) subject to clause 3 14 3 of the Security Agreement (as reproduced in paragraph 3 below), the Chargor shall apply for the consent or waiver, and

(11) the Chargor shall use its best endeavours to satisfy the condition, in each case within 21 days of the date of the Security Agreement or, if the Security Asset is acquired after the date of the Security Agreement, within 21 days of the date of acquisition.

(3) Where the consent or waiver is not to be unreasonably withheld or delayed, the Chargor shall

- (a) use its best endeavours to obtain it as soon as possible, and
- (b) keep the Security Agent informed of the progress of the negotiations to obtain it

(4) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under clause 3 of the Security Agreement (as reproduced in

this form MG01) and the trust referred to in clause 3 14 3 of the Security Agreement (as reproduced in this form MG01) shall terminate.

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

Magistrates Court Magistrates Court Building, MAN122416
Retail Investments Crown Square, Manchester
Limited

Allied London 58 Wood Street and 18 to 30 LA6650
(Manchester House) (even) Bridge Street,
Limited Manchester, M3 3BN now known
as Tower 12 and formerly known
as Manchester House

Definitions

All defined terms not defined below have the meanings ascribed to them in the Finance Documents.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Borrower means Allied London Holdco Four Limited (a company incorporated in England and Wales, registered under number 08275214 having its registered office at 1st Floor, 33 Cork Street, London W1S 3NQ).

Collateral Warranties means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with the property described in Schedule 2.

Controlled Account means the Disposal Account, the Rent Account or the Rent Free Monies Account

Disposal Account means the account of the Borrower designated as such under clause 17.1 of the Facility Agreement and includes any replacement of that account

Disposal Proceeds means the Net Disposal Proceeds derived from the disposal of a Property or the shares of a Guarantor in accordance with paragraph (c) of Clause 22.4 of the Facility Agreement

Duty of Care Agreement means a duty of care agreement entered into by the Managing Agent, the Borrower and the Security Agent (as defined in the Facility Agreement)

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment owned by the Chargor and the benefit of all related Authorisations, agreements and warranties.

Facility means the term loan facility made available under the Facility Agreement

Facility Agreement means an agreement entered into between the Chargor and Lender (amongst others) dated 14 December 2012

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between any of the Arranger, the Agent or the Security Agent (as defined in the Facility Agreement) and the Borrower setting out any of the fees referred to in clause 11 of the Facility Agreement.

Finance Document means the Facility Agreement, any Security Document, any Hedging Agreement, the Intercreditor Agreement, any Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter or any other document designated as such by the Agent and the Borrower

Finance Party means the Agent, the Security Agent, the Arranger, a Hedge Counterparty or a Lender (each as defined in the Facility Agreement)

Guarantors means:

- 1) Irwell Square Retail Limited (04361045)
- 2) 3 Hardman Square Retail Limited (05466692)
- 3) 4 Hardman Square Retail Limited (05875491)
- 4) Magistrates Court Retail Investments Limited (05931953)
- 5) Allied London (Manchester House) Limited (05261598)
- 6) Allied London Holdco Three Limited (08243027)

Hedge Counterparty means any Original Hedge Counterparty or any Additional Hedge Counterparty (as defined in the Facility Agreement)

Hedging Agreement means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by a Borrower for the purpose of hedging interest payable under the Facility Agreement

Hedge Counterparty Accession Letter means a document substantially in the form set out in schedule 7 of the Facility Agreement

Insurance means each contract or policy of insurance to which the Chargor is a party or in which a chargor has an interest

Intellectual Property Rights means

- (1) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (2) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar goods and any other rights and assets of a similar nature, and
- (3) any other right to use, or application to register or protect, any of the items listed in paragraphs (1) or (2) above, arising or subsisting in any jurisdiction and whether registered or not.

Intercreditor Agreement means the intercreditor agreement dated 17 December 2012 and made between, inter alia, the Agent, the Borrower and Pramerica Real Estate Capital A S A RL

Investments means

- (1) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments, and
- (2) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, and includes all dividends, interest and other distributions paid or payable on or in respect of them

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925

Lease Document means

- (1) an Agreement for Lease;

- (2) an Occupational Lease, or
- (3) any other document designated as such by the Agent or the Borrower as defined in the Facility Agreement.

Loan means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

Net Disposal Proceeds means the gross proceeds of any disposal permitted under paragraph (c) of Clause 22.4 of the Facility Agreement less an amount approved by the Agent (acting reasonably) as the reasonable costs and expenses (including VAT charged in respect of those costs and expenses) properly incurred by the relevant Obligor and associated with that disposal

Obligors means the Borrower or a Guarantor pursuant to the Facility Agreement

Rent Account means the account of the Borrower designated as such under clause 17.1 of the Facility Agreement and includes any replacement of that account

Rent Free Monies Account means the account of the Borrower designated as such under clause 17.1 of the Facility Agreement and includes any replacement of that account.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property (as more particularly defined in the Facility Agreement).

Secured Liabilities means all present or future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document.

Secured Party means a Finance Party, a Receiver or any Delegate (each as defined in the Facility Agreement)

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Assets means all of the assets of the Obligor which from time to time are, or are expressed to be, the subject of the Transaction Security

Security Documents means

- (a) a Security Agreement,
- (b) any other document evidencing or creating Security over any asset to secure any obligation of any Obligor to a Secured Party under the Finance Documents, or
- (c) any other document designated as such by the Agent and the Borrower.

Security Period means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, relation to the Loan

Share Purchase Agreement means the agreement dated 17 December 2012 between Allied London Properties Limited and the Borrower

Transaction Security means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5261598

CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 17
DECEMBER 2012 AND CREATED BY ALLIED LONDON
(MANCHESTER HOUSE) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY
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 28 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013

(IX)



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES