

377764/91  
**MG01**

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**

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

FRIDAY



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06/01/2012

#332

COMPANIES HOUSE

**1**

**Company details**

Company number

0 5 8 7 5 4 9 1

Company name in full

4 Hardman Square Retail Limited ("Chargor")

2

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

d2 d2 m1 m2 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

Legal Charge dated 22 December 2011 and made between, amongst others, the  
Chargor and Lend Lease Construction (EMEA) Limited ("Chargee") ("Legal  
Charge")

**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 owed jointly or severally or alone or  
in any other capacity whatsoever) of the  
Chargor to the Chargee under the Construction  
Contracts and the Side Letter, except for any  
obligation or liability which, if it were so  
included, would result in the Legal Charge  
contravening any law together with all costs,  
charges and expenses incurred by the Chargee  
in connection with the protection,  
preservation or enforcement of its rights  
under the Legal Charge or any other deed or  
document evidencing or securing any such  
liabilities ("Secured Obligations").

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lend Lease Construction (EMEA) Limited		
Address	20 Triton Street		
	Regent's Place, London		
Postcode	N	W 1 3 B F	
Name			
Address			
Postcode			

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charges and agrees to charge in favour of the Chargee all of its present and future right, title and interest in and to the following assets:</p> <p>(a) by way of second legal mortgage the Property; and</p> <p>(b) by way of second fixed charge:</p> <p>(1) all proceeds of sale of the whole or any part of the Property; and</p> <p>(11) all fittings at any time on the Property; and</p> <p>(c) by way of second floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same.</p>		

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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

None

### 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 DCA Paper UK LP

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 Winter

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town West Yorkshire

County/Region

Postcode L S 1 4 B Y

Country England

DX 12017 LEEDS

Telephone 08700 111 111



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 376 1038 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 423 794 450"><b>NOTE 1: RESTRICTIVE COVENANTS</b></p> <ol style="list-style-type: none"> <li data-bbox="316 481 1517 750">1. The Chargor shall not do nor agree to do any of the following without the prior written consent of the Chargee:               <ol style="list-style-type: none"> <li data-bbox="411 564 1517 616">(a) create or permit to subsist any Security Interest on any Security Asset other than Permitted Security; or</li> <li data-bbox="411 645 1517 750">(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.</li> </ol> </li> <li data-bbox="316 779 1517 884">2. The Chargor shall not sever, unfix or remove any of such plant, machinery, fixtures, fittings or other effects on the Property except for the purposes of effecting any necessary repairs or of replacing the same with new and improved models</li> <li data-bbox="316 913 1517 1243">3. The Chargor shall not except with the prior written consent of the Chargee (not to be unreasonably withheld or delayed), confer on any person:               <ol style="list-style-type: none"> <li data-bbox="411 1025 1517 1108">(a) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);</li> <li data-bbox="411 1137 1517 1189">(b) any right or licence to occupy any land or Premises forming part of the Property; or</li> <li data-bbox="411 1218 1517 1243">(c) any licence to assign or sub-let any part of the Property</li> </ol> </li> <li data-bbox="316 1272 1517 1646">4. The Chargor shall not:               <ol style="list-style-type: none"> <li data-bbox="411 1332 1517 1415">(a) make any material alteration to the Property or any Premises without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed); or</li> <li data-bbox="411 1444 1517 1646">(b) carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Chargee (such consent not to be unreasonably withheld or delayed).</li> </ol> </li> <li data-bbox="316 1675 1517 1809">5. The Chargor shall not do or permit to be done or omit to do anything which may render any insurance required to be maintained pursuant to clause 6 8 (<i>Insurance</i>) of the Legal Charge void, voidable or unenforceable (in whole or in part) and will not amend or terminate any such insurance.</li> </ol>

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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

6. The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

#### NOTE 2: POWER TO APPOINT A RECEIVER

At any time after the Security becomes enforceable, the Chargee may without further notice (unless required by law) (or if so requested by the Chargor by written notice at any time) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets.

#### NOTE 3: FURTHER ASSURANCE

The Chargor shall, at its own expense, promptly take whatever action the Chargee or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Legal Charge; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Chargee or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Chargee or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Chargee may think expedient

#### NOTE 4: DEED OF SUBORDINATION

The Legal Charge is subject to the terms of a deed of subordination dated on or about the date of the Legal Charge and entered into between, amongst others, the Chargor, the Chargee and The Royal Bank of Scotland plc.

#### NOTE 5: CONTINUING SECURITY

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Legal Charge shall remain in full force and effect as a continuing security for the duration of the Security Period

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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>DEFINITIONS</b></p> <p>"Construction Contracts" means the construction contracts entered into between, inter alia, the relevant Chargor and the Chargee details of which are set out below:</p> <ol style="list-style-type: none"> <li>1. construction contract dated 11 June 2004 in relation to the Civil Justice Centre, Spinningfields, Manchester and made between (1) Gartside Developments Limited and (2) the Chargee;</li> <li>2. construction contract dated 7 September 2005 in relation to 3 Hardman Square, Spinningfields, Manchester and made between (1) 3 Hardman Square Limited and (2) the Chargee,</li> <li>3. construction contract dated 7 September 2005 in relation to 4 Hardman Square, Spinningfields, Manchester and made between (2) 4 Hardman Square Limited and (2) the Chargee;</li> <li>4. construction contract dated 21 December 2006 in relation to 3 Hardman Street, Spinningfields, Manchester and made between (1) 3 Hardman Street Developments Limited and (2) the Chargee; and</li> <li>5. construction contract dated 11 December 2007 in relation to 1 The Avenue, Spinningfields, Manchester and made between (1) 1 The Avenue Developments Limited and (2) the Chargee;</li> </ol> <p>"Permitted Security" means any Security granted in favour of The Royal Bank of Scotland plc in respect of the facility agreement dated 4 August 2006 (as such is set out in clause 1.4 (Prior Security) of the Legal Charge and as amended from time to time);</p> <p>"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;</p> <p>"Premises" means all buildings and erections included in the definition of "Security Assets";</p> <p>"Property" means the property specified in schedule 1 below and, where the context so admits, includes</p> <ol style="list-style-type: none"> <li>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property;</li> <li>(b) all easements, servitudes and rights in respect of that property; and</li> <li>(c) the benefit of all covenants given in respect of that property;</li> </ol>	

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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

**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed by the Chargee under the Legal Charge;

**"Security"** means the Security Interests created by or pursuant to the Legal Charge;

**Security Assets** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Legal Charge;

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

**"Security Period"** means the period beginning on the date of the Legal Charge and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,

**"Side Letter"** means the letter dated on or about the date of the Legal Charge from the Chargee to the Chargors and Arrow Property Investments Limited;

#### SCHEDULE 1 PROPERTY

Address	Title number
Land on the south side of Hardman Street and the north side of Atkinson Street, Manchester	MAN4060
58 Wood Street and 18/30 (even) Bridge Street, Manchester	LA6650
Units 1, 2 and 3, 3 Hardman Square	MAN93826 MAN93827 MAN93828
Units 1 and 2, 4 Hardman Square	MAN93834 MAN93835
Ground and mezzanine floors, Block A and Block B, Leftbank, Irwell Square, Spinningfields, Manchester	MAN71320 MAN71321
Land and buildings on the north west side of Water Street, Manchester	GM916537
Magistrates City Magistrates Court, Crown Square, Manchester	MAN122416





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

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

**COMPANY NO. 5875491  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 22  
DECEMBER 2011 AND CREATED BY 4 HARDMAN SQUARE  
RETAIL LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO LEND LEASE  
CONSTRUCTION (EMEA) LIMITED 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 6 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY  
2012

*Op*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES