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COMPANIES FORM No. 395

Particulars of a mortgage or charge

213482 55

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

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

For official use

Company number

2111

3895215

Name of company

* Ask Property Developments Limited (the "Chargor")

Date of creation of the charge

19 December 2008

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

Legal Charge over Shares (the "Deed") executed by the Chargor in favour of The Co-Operative Bank p.l.c. as security trustee (the "Security Trustee")

Amount secured by the mortgage or charge

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by Obligors (as defined in the Facilities Agreement) to the Beneficiaries (or any of them) including under the Finance Documents (as defined in the Facilities Agreement), whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses (each as defined below) ("the Secured Obligations").

ON ANY A/C + 10

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

The Co-Operative Bank p.l.c. whose registered office is at PQ Box 101, 1 Balloon Street, Manchester **AS SECURITY TRUSTEE (THE SECURITY TRUSTEE)**

Postcode M60 4EP

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

Hammonds LLP
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

CAS/COO.36-155

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



ASSPB644

A33

31/12/2008

175

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee, hereby assigns to the Security Trustee by way of continuing security for the payment and discharge of the Secured Obligations :

- (a) by way of a first legal mortgage, the Shares;
- (b) by way of first equitable mortgage, the Distribution Rights from time to time accruing to or on the Shares; and
- (c) to the extent not validly and effectively charged by way of mortgage pursuant to clauses (a) or (b), by way of first fixed, charge the secured property and all the Chargor's interest in the secured property.

The Chargor will not create or permit to come into being any encumbrance over the assets and rights assigned under the Deed.

In this Form 395 :-

"Distribution Rights" means:

- (a) all dividends, distributions, interest and other income paid or payable on any Share;
- (b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and

Particulars as to commission allowance or discount (note 3)

Nil

Signed Hammards LLP

Date 30 December 2008

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

Please do not write in this margin

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

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

3895215

Name of Company

Ask Property Developments Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share

"Borrower" means ASK Urmston Developments Limited (registered number 06454473)

"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the secured property, the preparation, negotiation and creation of the Deed, taking, perfecting, enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate, the breach of any provision of the Deed and / or the protection, realisation or enforcement of the Deed, and includes any payments made under clause 7.4 (Power to remedy) of the Deed, and also includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security (if applicable)

"Facilities Agreement" means a term loan facilities agreement dated 19 December 2008 and made between, inter alia (1) ASK Urmston Developments Limited (2) the Chargor (3) ASK Investments Limited (4) The Co-operative Bank p.l.c. as Arranger (5) the financial institutions listed therein as Original Lenders (6) The Co-operative Bank p.l.c. as Agent and (7) the Security Trustee as Security Trustee, as the same may be varied, amended, modified, supplemented or replaced.

"Interest" means interest at the rate provided in and calculated and compounded in accordance with the Facilities Agreement from time to time both before and after judgement

"Shares" means all shares owned by the Chargor in the Borrower, being 2 ordinary shares of £1 each and any shares in the future owned by the Chargor in the Borrower from time to time or any in which it has an interest.

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3895215
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE OVER SHARES
DATED 19 DECEMBER 2008 AND CREATED BY ASK PROPERTY
DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE OBLIGORS TO THE
BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 31 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2009

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES