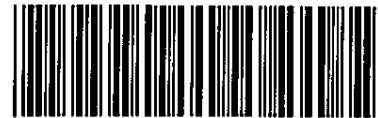


MG01

242048/247

Particulars of a mortgage or charge

MONDAY



\*ABHRWETW\*

A14 09/11/2009 154

COMPANIES HOUSE

\*PYRG7EJY\*

PC1 30/10/2009 22

COMPANIES HOUSE

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

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

1

**Company details**

25

For official use

Company number 0 3 8 9 5 2 1 5

Company name in full Ask Property Developments 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 d1 m1 m0 y2 y0 y0 y9

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 Debenture (the "Debenture")

4

**Amount secured**

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

Amount secured

**Amount secured by the mortgage or charge**

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligor and each other member of the Group which has granted Security in favour of the Lender, to the Lender, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Obligations").

**Definitions**

All capitalised terms used are defined in Appendix 2 to this form.

**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 THE CO-OPERATIVE BANK P.L.C. (the "Lender")

Address PO BOX 101, 1 BALLOON STREET,  
MANCHESTER

Postcode M 6 0 4 E P

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

As specified in Appendix 1 to this form.

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 866).

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 870). 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

*Guernsey LLP*

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 NIGEL DALE

Company name Eversheds LLP

Address Eversheds House

70 Great Bridgewater Street,

Post town Manchester

County/Region Greater Manchester

Postcode M 1 5 E S

Country United Kingdom

DX DX 14344 Manchester

Telephone 0845 497 8244



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)

# 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

#### Appendix 1

#### Short particulars of all property mortgaged or charged

##### Fixed charges

1. The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Lender the following assets:
  - 1.1 by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) to the Debenture (as described in Schedule 3 to this Appendix);
  - 1.2 by way of first fixed charge:
    - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 3.1.1 of the Debenture (as described at paragraph 1.1 above));
    - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
    - (c) all Associated Rights in relation to its Property;
  - 1.3 by way of first fixed charge:
    - (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above)); and
    - (b) all Associated Rights in relation to such Designated Chattels;
  - 1.4 by way of first fixed charge:
    - (a) all chattels of the same description or categorisation as any of the Designated Chattels at the date of the Debenture or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
    - (b) its rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4); and
    - (c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3.1.4 of the Debenture (as described in this paragraph 1.4);

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- 1.5 by way of first fixed charge:
  - (a) the Shares (if any) listed in respect of the Chargor in Schedule 5 (*Shares*) of the Debenture (as described in Schedule 4 to this Appendix); and
  - (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1.6 by way of first fixed charge:
  - (a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 3.1.5 of the Debenture (as described at paragraph 1.5 above)); and
  - (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3.2.3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.8 by way of first fixed charge:
  - (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
  - (b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.9 by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor;
- 1.10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 3.1.9 of the Debenture (as described at paragraph 1.9 above));
- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2.4 of the Debenture (as described at paragraph 2.4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);

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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

- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2.1 or 3.2.5 respectively of the Debenture (as described at paragraphs 2.1 and 2.5 respectively below) but are capable of being effectively charged, by way of first fixed charge:
- (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
  - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.13 to the extent that they do not fall within any other provision of clause 3.1 of the Debenture (as described at paragraph 1) and are not effectively assigned under clause 3.2.2 of the Debenture (as described in paragraph 2.2 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party but excluding the Membership Agreement;
- 1.14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and
- 1.15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture; and
- 1.16 by way of first fixed charge, the Membership Proceeds.

#### Assignments by way of security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Lender all (if any) its right, title and interest in and to the following assets:
- 2.1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
  - 2.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
  - 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor;

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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

2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Lender shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Lender; and

2.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3.1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 3.2.1 to 3.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

#### Floating charge

3. As further continuing security for the payment, discharge and performance to the Lender of the Secured Obligations, the Chargor charged in favour of the Lender, by way of first floating charge, all its assets and undertaking, wherever located, both present and future excluding Membership Interests. The floating charge above is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Lender as security for the Secured Obligations.

#### Conversion into fixed charge

3.1 By virtue of clause 3.6 of the Debenture (*Conversion of Floating Charge*), the Lender may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

3.1.1 an Event of Default has occurred which is continuing; or

3.1.2 the Lender is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Lender, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor.

3.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Lender shall require.



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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

#### Automatic conversion of floating charge

3.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above):

3.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Lender; or

3.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor.

#### General

4. The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

5. All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

6. Clauses 3.1.2 to 3.1.15 of the Debenture (as described at paragraphs 1.2 to 1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule (as described in the Schedules attached to this Appendix 1) shall not affect the validity or enforceability of the charges created by the Debenture.

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p data-bbox="308 394 707 421"><b>Control of monies received</b></p> <p data-bbox="308 456 1484 640">8. The Chargor will collect (as agent for the Lender) all Charged Debts and pay into such specially designated account with the Lender or such other account with such other bank as the Lender may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Lender.</p> <p data-bbox="308 676 1484 768">9. The Chargor will not, without the prior written consent of the Lender, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.</p> <p data-bbox="308 801 971 833"><b>Restrictions applicable to Charged Contracts</b></p> <p data-bbox="308 866 1484 1081">10. The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts.</p> <p data-bbox="308 1115 1150 1146"><b>Restrictions on charges and disposals (Negative Pledge)</b></p> <p data-bbox="308 1180 1484 1711">11. During the Security Period, the Chargor shall not (a) create, extend or permit to subsist any Security over any of the Secured Assets; (b) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets; (c) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets; (d) sell, transfer or otherwise dispose of any of its receivables on recourse terms; (e) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or (f) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 11), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.</p> <p data-bbox="308 1744 1484 1870">12. Clause 5.1 of the Debenture (as described in paragraph 11 above) does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Lender has given its written consent.</p>	

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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

13. Clause 5.1.2 of the Debenture (as described in paragraph 11 above) does not apply to (a) Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business.

#### Definitions

14. All capitalised terms used in this Appendix 1 are defined in Appendix 2 to this form.

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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

#### Schedule 1 (Specified Bank Balances)

Name of Chargor		Name or designation of bank account	Number of bank account	Name of bank and branch at which account held
Ask Developments (Company 03895215)	Property Limited Number	Ask Property Developments Ltd Business Banking Account	70327771 00 sort code: 089000	The Co-operative Bank p.l.c. 1 Balloon Street Manchester
Ask Developments (Company 03895215)	Property Limited Number	Ask Property Developments Ltd Business Select Instant Access Account	70327771 50 sort code: 089000	The Co-operative Bank p.l.c. 1 Balloon Street Manchester
Ask Developments (Company 03895215)	Property Limited Number	Co-op Bank Re: Ask Property Developments	70058710 00 sort code: 089000	The Co-operative Bank p.l.c. 1 Balloon Street Manchester
Ask Developments (Company 03895215)	Property Limited Number	Ask Property Developments Ltd	70058710 sort code: 089000	The Co-operative Bank p.l.c. 1 Balloon Street Manchester

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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

#### Schedule 2 (Charged Contracts)

Name of Chargor	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Sale Agreement	15 January 2008	(1) Standard Life Investment Funds Limited (company number SC068442) of Standard Life House, 30 Lothian Road, Edinburgh, EH1 2DH. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Development Agreement	15 January 2008	(1) Standard Life Investment Funds Limited (company number SC068442) of Standard Life House, 30 Lothian Road, Edinburgh, EH1 2DH. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Rent & Overage Agreement	15 January 2008	(1) Standard Life Investment Funds Limited (company number SC068442) of Standard Life House, 30 Lothian Road, Edinburgh, EH1 2DH. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Pre-Let Agreement	21 December 2006	(1) Bury Metropolitan Borough Council of Town Hall, Knowsley Street, Bury, Lancashire, BL9 0SW. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Variation of Phase 1 Pre-Let Agreement	31 October 2007	(1) Bury Metropolitan Borough Council of Town Hall, Knowsley Street, Bury, Lancashire, BL9 0SW. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Pre-Let Agreement	9 March 2007	(1) Bury Primary Care Trust of 21 Silver Street, Bury, BL9 0EN. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Variation of Phase 1 Pre-Let Agreement	7 December 2007	(1) Bury Primary Care Trust of 21 Silver Street, Bury, BL9 0EN. (2) Ask Property Developments Limited

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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

#### Schedule 2 (Charged Contracts) (cont)

Name of Chargor	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
Ask Property Developments Limited (Company Number 03895215)	Second Variation of Phase 1 Pre-Let Agreement	15 September 2009	(1) Bury Primary Care Trust of 21 Silver Street, Bury, BL9 0EN. (2) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	Phase 1 Pre-Let Agreement	28 March 2007	(1) Lloyds Pharmacy Limited (company number 00758513) of Sapphire Court, Walsgrave Triangle, Coventry, CV22 2TX. (2) Ask Property Developments Limited (3) Admenta Holdings Limited (company number 00244282) of Sapphire Court, Walsgrave Triangle, Coventry, CV22 2TX
Ask Property Developments Limited (Company Number 03895215)	Variation of Phase 1 Pre-Let Agreement	31 October 2007	(1) Ask Property Developments Limited (company number 03895215) of Deangate Quay, Deansgate, Manchester M3 4LA (2) Lloyds Pharmacy Limited (3) Admenta Holdings Limited (company number 00244282) of Sapphire Court, Walsgrave Triangle, Coventry, CV22 2TX
Ask Property Developments Limited (Company Number 03895215)	Phase 2 Access Agreement	12 September 2008	(1) Ask Townside (No.1) Limited. (2) Ask Property Developments Limited. (3) Bury Metropolitan Borough Council.
Ask Property Developments Limited (Company Number 03895215)	The parent company guarantee in respect of that part demised by the car park head lease and the phase 1A head lease as amended by a variation dated 11 November between Ask Property Developments and Carillion plc	19 December 2008	(1) Carillion plc (2) Ask Property Developments
Ask Property Developments Limited (Company Number 03895215)	The parent company guarantee in respect of that part demised by the phase 1B head lease as amended by a variation dated 11 November between Ask Property Developments and Carillion plc	9 September 2008	(1) Carillion plc (2) Ask Property Developments

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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

#### Schedule 2 (Charged Contracts) (cont)

Name of Chargor	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
Ask Property Developments Limited (Company Number 03895215)	The performance bond under the building contract that part demised by the car park head lease and the phase 1A head lease	20 October 2008	(1) Liberty Mutual Europe Limited (2) Carillion Construction Limited (3) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	The performance bond under the building contract that part demised by the e phase 1B head lease	15 October 2008	(1) Liberty Mutual Europe Limited (2) Carillion Construction Limited (3) Ask Property Developments Limited
Ask Property Developments Limited (Company Number 03895215)	The agreement dated 20 December 2007 in relation to the intermediate lease	20 December 2007	(1) Ask Property Developments Limited (2) Hallco 1512 Limited (now Ask Urmston Residential Limited)

#### Schedule 3 (Details of Property)

**Name of legal and beneficial owner:** Ask Property Developments Limited  
(Company Number 03895215)

<b>Description of Property:</b>	Hugh Mason House, Stamford Street, Asthon-under-Lyne
<b>Estate:</b>	Freehold
<b>Title Number:</b>	GM204910
<b>County and District:</b>	Greater Manchester

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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

#### Schedule 4 (Shares)

Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number of shares held
Ask Property Developments Limited	Abito Limited	04786470	850 Ordinary shares of £1.00 150 Ordinary B shares of £1.00
Ask Property Developments Limited	Ask Life Limited	05850250	1 Ordinary share of £1.00
Ask Property Developments Limited	Ask Projects Limited	05100188	1 Ordinary share of £1.00
Ask Property Developments Limited	Ask Townside (No1) Limited	06330489	2 Ordinary shares of £1.00
Ask Property Developments Limited	Ask/Goodman Developments (UK) Limited	04256172	1 Ordinary A' share of £1.00
Ask Property Developments Limited	Crosby Ask Limited	03872123	5,000 Ordinary A shares of £1.00
Ask Property Developments Limited	Ask Urmston Developments Limited	06454473	2 Ordinary shares of £1.00
Ask Property Developments Limited	Ask Urmston Residential Limited	06297542	2 Ordinary shares of £1.00
Ask Property Developments Limited	Bealaw (Man) 6 Limited	05624648	1 Ordinary share of £1.00
Ask Property Developments Limited	Urmston Centre Management Limited	06454472	2 Ordinary shares of £1.00
Ask Property Developments Limited	Clippers Quay (Salford) Management Co Limited	06679893	290 Ordinary shares of £1.00
Ask Property Developments Limited	Ask (Exchange West) Limited	06404734	1 Ordinary share of £1.00
Ask Property Developments Limited	Ask (Exchange West) Developments Limited	06404738	1 Ordinary share of £1.00
Ask Property Developments Limited	Ask (Exchange East) Limited	06404751	1 Ordinary share of £1.00



# 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

#### Schedule 4 (Shares) (cont)

Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number of shares held
Ask Property Developments Limited	Ask (Exchange East) Developments Limited	06404740	1 Ordinary share of £1.00
Ask Property Developments Limited	St Petersfield Management Company Limited	05597948	99 Ordinary shares of £1.00 1 Preference share of £1.00
Ask Property Developments Limited	Townside Management Company (No1) Limited	06330491	2 Ordinary shares of £1.00

#### Schedule 5 (Designated Chattels)

"The Debenture does not specify any Designated Chattels relating to the  
Chargor."

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

**APPENDIX 2**

**DEFINITIONS AND CONSTRUCTION**

**Definitions**

In this form and its Appendices the following definitions apply:

**"Associated Rights"** means, in relation to any asset, other than the Membership Interests, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

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

**"Bank Balances"** means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

**"Charged Contracts"** means in relation to the Chargor those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) of the Debenture in respect of the Chargor (as described in Schedule 2 to Appendix 1 to this form), excluding any contract in relation to Membership Interests.

**"Charged Debts"** means all book and other debts and all other rights and claims charged to the Lender pursuant to clause 3.1.8 of the Debenture (as described at paragraph 1.8 of Appendix 1 to this form).

**"Companies Act"** means the Companies Act 2006.

**"Deansgate"** means Deansgate Securities LLP (formerly known as Deansgate Towers LLP) a limited liability partnership, registered in England and Wales with registration number OC322448.

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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

**"Deed of Accession"** means a deed substantially in the form set out in Schedule 9 of the Debenture (*Form of Deed of Accession*) subject to such variations as the Lender shall agree.

**"Derivative Payment"** means, in relation to an asset other than the Membership Interests, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

**"Designated Chattels"** means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 (*Designated Chattels*) to the Debenture (as described at Schedule 5 to Appendix 1 to this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

**"Discharge Date"** means the date with effect from which the Lender confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled.

**"Distribution Rights"** means all Dividends, all shares or other property derived from any relevant Investment other than the Membership Interests (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment other than the Membership Interests.

**"Dividends"** means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

**"Event of Default"** means the occurrence of any of the events or circumstances set out in Schedule 12 (*Events of default*) of the Debenture.

**"Finance Documents"**

means such agreements, instruments, deeds or documents (including the Debenture and any deed or agreement regulating priorities) as have been or are to be entered into in connection with or pursuant to the Secured Obligations or which have been designated as Finance Documents by the Parties

and **"Finance Document"** shall mean any one of them.

# 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

**"First Chargor"** means Ask Developments Group Limited (company number 07003728).

**"Fixed Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 3.1 (*Fixed charges*) or clause 3.2 (*Assignments by way of Security*) of the Debenture (as described at paragraphs 1 and 2 respectively of Appendix 1 to this form).

**"Floating Charge Assets"** means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

**"Group"** means the First Chargor and each of its Subsidiaries for the time being.

**"Insurance Proceeds"** means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

**"Insurances"** means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

**"Intellectual Property"** means in relation to the Chargor (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world at the date of the Debenture and in the future.

**"Investment"** means in respect of the Chargor any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) but always excluding Membership Interests at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

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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

**"Membership Agreement"** means the membership agreement dated 29 September 2006 between (1) Ask Property Developments Limited (2) Realty Estates Limited (3) Deansgate and (4) Ask Investments Limited.

**"Membership Interests"** means all of the existing or future interests of Ask Property Developments Limited (company number 03895215) in the limited liability partnership interests in Deansgate including any income, offer, right or benefit in respect of such interest.

**"Membership Proceeds"** means the proceeds howsoever arising of a disposal by whatever means by the Chargor of all or part of the Membership Interests.

**"Obligor"** means the Chargor.

**"Original Chargors"** means any company named in Schedule 1 of the Debenture.

**"Party"** means an original party to the Debenture or any person which becomes a party by the execution and delivery of a Deed of Accession.

**"Permitted Security"** means (i) the Security created by the Debenture; (ii) any Security granted in favour of the Lender; and (iii) any security listed in Schedule 13 of the Debenture.

**"Property"** means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

**"Real Property"** means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

**"Secured Assets"** means the assets the subject of any Security created by the Debenture.

**"Secured Obligations"** has the meaning given to it in this form, under the *Amount Secured* section.

**"Security"** means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

# 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

**"Security Documents"** means the Debenture and any Deed of Accession, together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations.

**"Security Period"** means the period beginning on the date of the Debenture and ending on the Discharge Date.

**"Shares"** means (in relation to each Chargor) but always excluding Membership Interests all shares (if any) specified in Schedule 5 (*Shares*) to the Debenture (as described in Schedule 4 to Appendix 1 to this form) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest.

**"Specified Bank Balances"** means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as described in Schedule 1 to Appendix 1 to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

### Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"First Chargor"**, the **"Lender"** or any **"Chargor"**, **"Party"** or **"Obligor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
3. where something (or a list of things) is introduced by the word **"including"** or by the phrase **"in particular"** or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession;

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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

5. each reference to the Debenture (or to any other agreement, instrument or deed) means, at any time, the debenture (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Debenture or of any of the Finance Documents.
6. a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
7. "**guarantee**" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
8. "**indebtedness**" includes any obligation (whether incurred as principal or surety) for the payment or repayment of money (and whether present or future, actual or contingent);
9. "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
10. unless this Debenture expressly states otherwise or the context requires otherwise, (a) each reference in this Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Debenture) and (b) each reference in this Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Debenture and whether amended or re-enacted since the date of this Debenture).



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

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

**COMPANY NO. 3895215  
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 OCTOBER  
2009 AND CREATED BY ASK PROPERTY DEVELOPMENTS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGOR AND EACH OTHER MEMBER OF THE  
GROUP TO THE CO-OPERATIVE BANK PLC 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 9 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2009

OT  
H



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES