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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

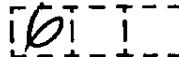
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5118500

Name of company

* Corporate Centres Nominee Limited (the Borrower) as nominee for Corporate
Centres Limited Partnership (Registered number LP007120)

Date of creation of the charge

21 July 2008

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

2 legal charge (the Legal Charge)

Amount secured by the mortgage or charge

See Schedule 1 attached

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

Bank of Scotland PLC (BoS) (Company Number SC327000) having its registered
office at the Mound, Edinburgh

Postcode EH1 1YZ

Presenter's name address and
reference (if any)

Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



A6P2Y1MS

A46

22/07/2008

196

COMPANIES HOUSE

Time critical reference

RGR/JMP/BAN 68-1984

Short particulars of all the property mortgaged or charged

See Schedule 2 attached

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

Particulars as to commission allowance or discount (note 3)

nil

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

Signed

Walter Morris

Date 21 July 2008

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~†

*† delete as
appropriate*

Notes

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

Name of company

*insert full name
of Company

* Corporate Centres Nominee Limited (the Borrower) as nominee for Corporate
Centres Limited Partnership (Registered number LP007120)

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

SCHEDULE 1

The terms defined in Appendix 1 attached hereto shall have the same meanings given to them in that Appendix in this Schedule 1 unless otherwise defined herein

1 AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- 1.1 Under clause 2 of the Legal Charge, the Borrower agrees that it will on demand in writing made to it by BoS pay all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them (the **Secured Liabilities**)

SCHEDULE 2

The terms defined in Appendix 1 attached hereto shall have the same meanings given to them in that Appendix in this Schedule 2 unless otherwise defined herein

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1 FIXED AND FLOATING CHARGES

1 1 Under clause 3 of the Legal Charge, the Borrower with full title guarantee charges to BoS as security for the Secured Liabilities -

1 1 1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the Property,

1 1 2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

1 1 3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge,

1 1 4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities,

1 1 5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge, and

1 1 6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property

2 NEGATIVE PLEDGE

Under Condition 7, the Borrower and the Owner will not -

- 2 1 create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS, or
- 2 2 sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity without the prior written consent of BoS, or
- 2 3 make any structural alteration to any buildings or other erections on the Property or apply for any planning consent for the development or change of use of the Property and do or allow or omit to be done anything which might adversely affect the value or marketability of the Property without the prior written consent of BoS,
- 2 4 allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property (or any part thereof) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting the Property (or any part thereof),
- 2 5 deal with any claim for compensation, however arising, in respect of all or part of the Property other than in accordance with the requirements of BoS, and if required by BoS to pay to BoS in reduction of the Secured Liabilities all or part of such compensation,
- 2 6 do or allow to be done or omit to do on the Property anything which might lead either to the Owner incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incur any other liability as a result of the pollution of the Property or to the Property being entered upon any registers of land which may have been put to a contaminative use under that Act and further to send copies to BoS of any notice received in connection with environmental matters relating to the Property, without the prior written consent of BoS

3 ADMINISTRATORS AND RECEIVERS

- 3 1 Pursuant to Condition 8, the Legal Charge contains the power for BoS to appoint a Receiver of the Borrower

4 POWER OF ATTORNEY

4 1 Under Condition 10 1, each of the Borrower and the Owner irrevocably and by way of security appoints BoS (whether or not a Receiver has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of them, for them and in their name and on their behalf and as their act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Borrower or the Owner under the Legal Charge or may be required or deemed proper in the exercise of any rights or powers conferred on BoS or any Receiver under the Legal Charge or otherwise for any of the purposes of the Legal Charge

4 2 The Borrower and the Owner each ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under Condition 10 1 and described at paragraph 4 1 above

5 PRIOR CHARGES

5 1 If there is any charge which ranks in priority to the Legal Charge over all or any part of the Property, and the person with the benefit of such charge does anything to enforce that charge against the Property, BoS or any Receiver may repay the money owed under that charge, or arrange for such charge to be transferred to BoS or the Receiver, and the costs of so doing shall be an Expense

6 CONTINUING SECURITY

6 1 The Legal Charge shall (subject to the provisions of Condition 15) be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever until the Secured Liabilities has been repaid in full and BoS has no further obligation to make any Loan to the Borrower

6 2 The Legal Charge shall be in addition and shall not either prejudice or be prejudiced by any other security, guarantee, right or remedy of whatever sort, held by or available to BoS at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by BoS at any time and from time to time releasing, varying or not enforcing any such other right, remedy or security

APPENDIX 1

"Condition" or "Conditions" mean BoS's Commercial Charge Conditions (2007 Edition),

"Expense" or "Expenses" mean the total of the following

(a) any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower,

(b) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under these Conditions and which are either repayable by the Borrower under these Conditions or are incurred in the exercise by BoS or the Receiver of their powers under these Conditions,

(c) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property,


together with Value Added Tax upon such sums where appropriate

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities,

"Loan" means both

- (i) any sum of money lent by BoS to the Borrower, whether by way of a loan or by way of an overdraft, and
- (ii) any other facility made available or obligation undertaken by BoS to or for the Borrower

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a charge to BoS as security for the Secured Liabilities and also the Owner's successors and personal representatives, and any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the charge,

 **"Property"** means the property known as Peter House, St Peter's Square, Manchester, M1 5AN, registered at the Land Registry with title number GM597635,

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property,

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5118500
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 21 JULY
2008 AND CREATED BY CORPORATE CENTRES NOMINEE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER TO BANK OF SCOTLAND PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
22 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PJ