

# M

CHFP025

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

[2]

05594279

022616/104

Name of company

\* St. Modwen Developments (Wythenshawe) Limited (the "Borrower")

Date of creation of the charge

14 May 2009

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

Legal Charge

Amount secured by the mortgage or charge

See Rider A

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

Bank of Scotland plc, Bank of Scotland Corporate, Security for Advances, Citymark, 150 Fountainbridge, Edinburgh ("BoS")

Postcode EH3 9PE

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

Martineau

1 Colmore Square, Birmingham  
B4 6AA

Ref: RBH/LL006/463 183315

Time critical reference

For official Use (06/2005)  
Mortgage Section

FRIDAY



\*AFM12A9E\*

A49

29/05/2009

244

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Rider B

Please do not  
write in  
this margin  
  
**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Martineau*

Date

19 May 2009

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

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

Notes

† delete as  
appropriate

- 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

**RIDERS TO FORM M395**

**ST. MODWEN DEVELOPMENTS (WYTHENSHAW) LIMITED**

**COMPANY NUMBER: 05594279**

**RIDER A - AMOUNT SECURED BY CHARGE**

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 or 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**").

**Definition(s):**

"**Charge**" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS.

"**Conditions**" mean the Commercial Charge Conditions which are incorporated into the Legal Charge.

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

(i) 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;

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

(iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Legal Charge or to obtain possession of or sell or deal (in any other way allowed by the 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.

"**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:

(i) the Owner's successors and personal representatives; and

(ii) 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 Legal Charge.

**"Property"** means the property set out in the Schedule below.

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

**RIDERS TO FORM M395**

**ST. MODWEN DEVELOPMENTS (WYTHENSHAW) LIMITED**

**COMPANY NUMBER: 05594279**

**RIDER B - SHORT PARTICULARS OF THE PROPERTY CHARGED**

The Borrower with full title guarantee charges to BoS as security for the Secured Liabilities:

(i) 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;

(ii) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;

(iii) 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;

(iv) 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;

(v) 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

(vi) 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.

In addition, pursuant to clauses 7.1 and 7.2 of the Conditions the Borrower and the Owner each agree with BoS as follows:

(i) Not to 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.

(ii) Not to 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.

**THE SCHEDULE**  
**THE PROPERTY**

The leasehold property at Wythenshawe Shopping Centre, 2 Haletop registered at H.M. Land Registry under title number LA74570.

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+  
06

**Definition:**

"**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. 5594279  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 14 MAY  
2009 AND CREATED BY ST. MODWEN DEVELOPMENTS  
(WYTHENSHAW) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO BANK OF  
SCOTLAND PLC (BOS) ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 29 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2009

*Max*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES