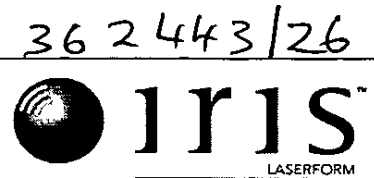


MG01

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**

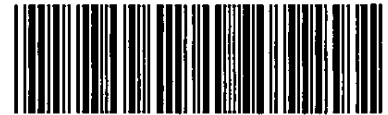
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT**

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

FRIDAY



A12 \*ARKCWSXJ\* 70  
01/04/2011  
COMPANIES HOUSE

1

**Company details**

Company number

7 0 6 1 2 6 6

Company name in full

Anthonymaker Nominee 2 Limited ("Chargor")

3

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 d4 m0 m3 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 ("Charge")

4

**Amount secured**

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

Amount secured

All moneys, obligations and liabilities covenanted to be paid  
or discharged under or pursuant to clause 2 of the Charge being  
all moneys and all liabilities at anytime due, owing or  
incurred by the Chargor to the Group Members (or any of them)  
when the same become due for payment or discharge whether by  
acceleration or otherwise, and whether express or implied,  
present, future or contingent, joint or several, incurred as  
principal or surety, originally owing to the Group Members (or  
any of them) or purchased or otherwise acquired by them or it,  
denominated in sterling or in any other currency, or incurred  
on any bank account or in any other manner whatsoever, together  
with interest (both before and after judgement) to the date of  
payment at such rates and on such terms as may from time to  
time be agreed, commission, fees and other charges and all  
legal and other costs, charges and expenses on a full and  
unqualified indemnity basis which may be incurred by the Group  
Members (or any of them) in relation to any such moneys or  
liabilities or generally in respect of the Chargor (the  
"Secured Liabilities")

**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	Santander UK plc as security trustee for each Group Member	
Address	("Lender")	
	2 Triton Square, Regents Place, London	
Postcode	N W 1 3 A N	
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>Under clause 3.1 of the Charge, the Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future:</p> <p>a) by way of legal mortgage the Property;</p> <p>b) by way of fixed charge:</p> <p>1) the benefit of all agreements relating to the Property to which the Chargor is or may become a party or otherwise entitled;</p> <p>11) the Chargor's rights under the appointment of any managing agent of the Property,</p> <p>111) all the Chargor's rights, title and interest in the Insurances;</p> <p>1v) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from the Property and the right to recover and receive all compensation which may be payable to the Chargor in respect of such Authorisations or the Charged Assets, and</p> <p>v) if and in so far as any assignment in clause 3.2 of the Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause</p>	

# 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

### 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

DWF 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 ERC/JA/2000724.159

Company name  
DWF LLP

Address 5 St Paul's Square

Old Hall Street

Liverpool

Post town

County/Region

Postcode L 3 9 A E

Country

DX

Telephone 0151 907 3462



### 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)

# 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	<p>Under clause 3 2 of the Charge, the Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease</p> <p>Under clause 3 3 of the Charge, the charges and assignments created by the Charge</p> <ul style="list-style-type: none"> <li>i) rank as first charges or assignments, and</li> <li>ii) are given with full guarantee</li> </ul> <p>Under clause 5 2 of the Charge, the Chargor shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security</p> <p>Under clause 5 3 of the charge, the Chargor will not, without the prior written consent of the Lender</p> <ul style="list-style-type: none"> <li>i) set off, vary, postpone or release any obligation of any person to pay Rental Income, or</li> <li>ii) do or omit to do anything which may delay or prejudice the full recover of any Rental Income</li> </ul> <p>Under clause 5 5 of the Charge, the Chargor will not, without the written prior consent of the Lender, enter into any onerous or restrictive obligations affecting any of the Charged Assets</p> <p>Under clause 5 7 (a) of the Charge, the Chargor will not, without prior written consent of the Lender or as required or permitted by a Finance Document, make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Property</p> <p>Under clause 5 12 of the Charge, the Chargor will not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts</p> <p>Under clause 5 16 of the Charge, the Chargor will not, without the prior written consent of the Lender</p> <ul style="list-style-type: none"> <li>a) permit any person to be registered as proprietor under the Land Registration Acts of the Property,</li> <li>b) create or knowingly permit to arise or subsist any overriding interest affecting the Property, or</li> <li>c) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset</li> </ul>

# 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

Under clause 5 18 (a) of the Charge, the Chargor will not without the prior written consent of the Lender, other than as permitted under the Facility Letter (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so

Under clause 5 18 (b) of the Charge, the Chargor shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same

Under clause 6 1 of the Charge, the Chargor shall, if and when required by the Lender execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Charge over the Charged Assets or any part thereof or to facilitate the realisation of the same

Under clause 7 3 of the Charge, the Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA

Under clause 7 6 of the Charge, sections 93 and 103 of the LPA do not apply to the security constituted by the Charge

Under clause 8 1 of the Charge, at any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof

Under clause 10 2 of the Charge, no purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under the Charge has become exercisable or whether any money is due on the security of the Charge or as to the propriety or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary Any such sale or dealing shall be deemed to be within the powers conferred by the Charge and to be valid and effectual accordingly

Under Clause 13 1 of the Charge, the Chargor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf

- a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser,
- b) to sign, execute, seal and deliver and otherwise perfect, any further Security or document referred to in clause 6 1 of the Charge, and
- c) otherwise generally to sign, seal, execute and deliver all deeds, agreements

# 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

and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under the Charge or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Charge

Under Clause 14 1 of the Charge, the Charge and the obligations of the Chargor under the Charge shall

- a) secure the ultimate balance of the Security Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever,
- b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to any Group Member, and
- c) not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy

#### Definitions

**Charged Assets** means all the undertaking, property and assets of the Chargor described in clause 3 1 and clause 3 2 of the Charge including any part thereof and any interest therein

**Event of Default** means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents

**Facility Letter** means the facility letter dated 15 February 2011 and made between (1) the Anthonymaker LP and (2) Santander UK plc

**Finance Documents** means the documents governing the terms of the Secured Liabilities

**Group** means Santander UK plc (registered number 2294747) and its subsidiaries for the time being

**Group Member** means each member of the Group

**LPA** means the Law of Property Act 1925

**"Occupational Lease"** means any agreement for lease or licence or any occupational lease or licence to which the Property may be subject for the time being and in respect of which the Chargor is landlord or licensor

**"Permitted Security"** means

- a) any security granted in favour of the Lender
- b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor, or

# 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	<p>c) any Security permitted by the Lender in writing</p> <p><b>"Planning Acts"</b> means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after the date of the Charge) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings</p> <p><b>Property</b> means 1-14 The Parade, Frimley, Camberley, GU16 7HR registered at Land Registry with title number SY329830 together with all buildings fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property</p> <p><b>Receiver</b> means any one or more receivers and/or managers appointed by the lender pursuant to the Charge in respect of the Chargor or over all or any of the Charged Assets</p> <p><b>Rental Income</b> means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of the Property</p> <p><b>Security</b> means a mortgage, charge, pledge, lien or other security interest security any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>Security Period</b> means the period from the date of the Charge until the Lender confirms in writing to the Chargor that all the Security Liabilities have been unconditionally and</p>	





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

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

**COMPANY NO. 7061266  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 24  
MARCH 2011 AND CREATED BY ANTHONYMAKER NOMINEE 2  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO SANTANDER UK PLC AS  
SECURITY TRUSTEE FOR EACH GROUP MEMBER 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 1 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2011

RM



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES