

118949/143  
**MG01**

Particulars of a mortgage or charge



**iris**  
LASERFORM

**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 company. To do this, please use form MG01s.

TUESDAY



\*AWJVCFT4\*

A15

15/12/2009

150

COMPANIES HOUSE

**1**

**Company details**

Company number

0 2 7 9 6 8 2 6

Company name in full

Rider House Limited

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

d0 d8 m1 m2 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

Legal charge

**4**

**Amount secured**

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

Amount secured

Please see continuation sheet

**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 Alliance & Leicester plc\* (Co reg no. 03263713)

Address \*as security trustee for each Group Member

298 Deansgate, Manchester

Postcode M 3 4 H H

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

Please see continuation sheet.

# 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

None

### 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  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 Tom Bird (ref 179956.000017)

Company name Shoosmiths

Address Waterfront House

Waterfront Plaza

35 Station Street

Post town Nottingham

County/Region Nottinghamshire

Postcode N G 2 3 D Q

Country

DX DX 10104 NOTTINGHAM 1

Telephone 08700 865000

### 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)**

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### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

The Company covenants with the Lender (as security trustee for the Group Members) that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it 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 Company.

Please refer to Part 6 of this form for interpretation.

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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) By way of legal mortgage:

The freehold property known as Rider House, Stapenhill Road, Burton on Trent, Staffordshire, DE15 9AE with Title Number SF323873 and registered at the Land Registry with title absolute (the "**Property**").

(2) By way of fixed charge:

(i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled;  
(ii) its rights under the appointment of any managing agent of the Property;  
(iii) all its rights, title and interest in the Insurances;  
(iv) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets; and  
(v) if and in so far as any assignment in clause 3 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause.

(3) Assignment

The Company 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 Company's other rights, title and interest under each Occupational Lease.

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Company, reassign the Charged Assets referred to in this clause 3 to the Company or as it may direct.

**Note:** The Legal Charge contains negative pledge provisions and restrictions on dealing with the Charged Assets including (but not limited to) that the Company shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security and will not without the prior written consent of the Lender, sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so.

#### Interpretation

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

"Charged Assets" means all the undertaking, property and assets of the Company described above in 1) (Legal Mortgage), 2) (Fixed Charge) and 3) (Assignment) including any part thereof and any interest therein;

"Company" means the company named in Part 1 of this form;

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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>"Group" means Abbey National plc (registered number 2294747) and its Subsidiaries for the time being;</p> <p>"Group Member" means each member of the Group;</p> <p>"Insurance" means all contracts or policies of insurance relating to the Charged Assets in which the Company has an interest;</p> <p>"Lender" means the company named in Part 5 of this form;</p> <p>"Occupational Lease" means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Company is landlord or licensor;</p> <p>"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 Company or c) any Security permitted by the Lender in writing;</p> <p>"Rental Income" means the aggregate of all amounts payable to, or for the benefit or account of, the Company in connection with the letting or permitted third party occupation or use of the whole or any part of a Property;</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and</p> <p>"Secured Liabilities" means the amount described in Part 4 of this form MG01.</p>	



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

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

**COMPANY NO. 2796826  
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8  
DECEMBER 2009 AND CREATED BY RIDER HOUSE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE GROUP MEMBERS (OR ANY OF THEM)  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 15 DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER  
2009**

PO  
Jed



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**