

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

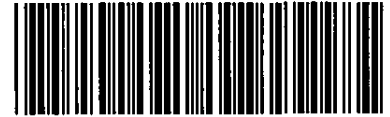
**What this form is for**

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 for**

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

TUESDAY



AVD39M80

A12

03/08/2010

177

COMPANIES HOUSE

1**Company details**

Company number

0 3 4 8 6 2 4 1

Company name in full

A & J Property Limited (the "Company")

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

/ 22 07 2010

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

Assignment of Rental Income (the "Charge")

4**Amount secured**

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

Amount secured

1. All and any part of the money and liabilities becoming due to any Group Member from the Company whether on the Company's own account or jointly with any other person, whenever and however incurred, whether at the date of the Charge or in the future, including all interest, costs, charges and expenses payable by the Company.

2. The Secured Liabilities include, but are not limited to:

- 2.1 overdrafts, personal and other loans or facilities and further advances of money;
- 2.2 guarantees and indemnities and any of the Company's other contingent liabilities;
- 2.3 discount, commission and other lawful charges and expenses;

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	/	Santander UK plc as trustee for the Group Members (the "Lender")									
Address		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		Continuation page Please use a continuation page if you need to enter more details					
Short particulars		<p>1. Under clause 2 of the Charge, the Company</p> <p>(a) with full title guarantee (but subject to redemption) assigns the <u>Rents</u> to the Lender absolutely</p> <p>(b) agrees that the Company will not withdraw, mortgage, assign, exercise any right over or otherwise deal with the Rents without the Lender's prior written consent</p> <p>(c) irrevocably appoints the Lender as the Company's attorney for the purpose of perfecting or enforcing the security created by the Charge to do in the Company's name and on the Company's behalf anything which the Company could or should under the Charge do itself in relation to Rents</p> <p>(d) agrees to and is bound by the conditions in the Schedule attached to the Charge and in the Conditions except Sections 5, 6, 7 and 8</p> <p>(e) acknowledges that the Company has received and read a copy of the Conditions</p>							

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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

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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 2000724.43

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 14128 Liverpool

Telephone 0151 907 3000



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 or email 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

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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	<p>2.4 interest on any money and liabilities due from the Company at the Interest Rate. Interest as set out in paragraph 10 of the Conditions (as defined below) applies before and after any demand or judgement; and</p> <p>2.5 money agreed to be paid by the Company in accordance with the Lender's Group Standard Security Conditions Booklet (2008 Edition) (the "Conditions") and in particular paragraph 57 (which provides for the payment on a full indemnity basis of all fees, expenses, liabilities, legal costs and interest thereon)</p> <p>("Secured Liabilities")</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	<p>2. Under condition 2 of the Schedule attached to the Charge, the Company agrees, that if the Lender requires, the Company will ensure that Rents are paid to the Lender directly and will transfer the Rents to the Lender whether by co-operating in serving written notice of the assignment under the Charge on any third party who is liable to pay Rents or otherwise.</p> <p>3. Under condition 3 of the Schedule attached to the Charge the Company agrees, without prejudice to anything else contained in the Charge at any time at the Lender's request but at the Company's cost to promptly sign seal execute deliver and do all deeds instruments transfers renunciations proxies notices documents acts and things in such form as the Lender may from time to time require for creating perfecting or protecting the Lender's security over the Rents or for facilitating their realisation.</p> <p>4. Under condition 4 of the Schedule attached to the Charge the Company further agrees declares undertakes and warrants that:</p> <p>(4.1) the Company will not withdraw, mortgage, assign, exercise any right over or otherwise deal with the Rents without the Lender's prior written consent</p> <p>(4.4) the Company holds and will hold all Rents, including Rent Related Rights which the Company receives in trust for the Lender Any payments in respect of Rents or Rent Related Rights which are not received directly by the Lender or are received by the Company must be paid by the Company into a separate account for this purpose, which must always be kept in credit.</p> <p>5. Under paragraph 16.1 of the Conditions, until the Lender releases it, the Charge is continuing security for the whole and each and every part of the Secured Liabilities.</p> <p>6. Under clause 16.2 of the Conditions, the Charge is in addition to, and independent of, any other security (including any guarantee given by the Company) which any Group Member may at any time hold for any of the Secured Liabilities.</p> <p>7 Under paragraph 16.4 of the Conditions, the Company must do anything the Lender reasonably requires to help the Lender to:-</p> <p>(a) execute and do anything to confirm or protect or perfect the Lender's interest in the Security Assets;</p> <p>(b) exercise any of the Lender's rights under the Charge</p> <p>8 Under paragraph 16.5 of the Conditions, the Company must procure that any debentures mortgages or charges created by the Company in the future over Security Assets are expressed to be subject to the Charge.</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

9. Under paragraph 45.1 of the Conditions, the Lender's power to sell the Security Assets is free of the restrictions in section 103 of the Act and the statutory power of sale and the appointment of a Receiver shall as between the Lender and any purchaser be exercisable at any time after the execution of the Charge.

10. Under paragraph 46.1 of the Conditions, Section 93 of the Act does not apply.

11. Under paragraph 47.1 of the Conditions, the Lender has all the same powers as a receiver, whether or not they have appointed one.

12. Under paragraph 49.3 of the Conditions, the Lender has the right to appoint any person or persons as receiver to manage the Security Assets. The Lender must make the appointment in writing. The receiver may be a Group employee or anyone else the Lender chooses. The Lender has the right to decide what the receiver will be paid and to change the receiver at any time and to appoint another one, at its reasonable discretion.

13. Under paragraph 53.1 of the Conditions, as far as a buyer or anyone else dealing in good faith with the Lender or with a receiver is concerned, the Lender's right to sell the Security Assets starts from the date of the Charge and no one dealing with the Lender needs to check that the Lender is exercising its rights properly and fairly nor to question what the Lender does with any of the money paid to the Lender.

14. Under paragraph 54.2 of the Conditions, by signing the Charge, the Company gives the Lender and the receiver an irrevocable power of attorney by way of security to act in the Company's name and on its behalf either separately or jointly in relation to points 1 to 9 inclusive of paragraph 54.2 of the Conditions.

The following terms having the following meanings in the Charge/Conditions:

Facility - any loan financial accommodation or facility which is secured by the Charge.

Group - Collectively the companies within Santander UK plc's corporate group including any parent company or subsidiary of Santander UK plc.

Group Member - Santander UK plc and each Subsidiary and Parent of Santander UK plc from time to time

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Interest Rate - the rate(s) of interest stated in any Facility as it applies to all or any part of the Secured Liabilities. If no rate of interest is otherwise stated to apply to all or any part of the Secured Liabilities, the Interest Rate for that part of the Secured Liabilities is 3% over LIBOR.</p> <p>Let Property - means St Philips House, 8 St Philips Drive, Royton, Oldham, OL2 6AE registered at the Land Registry with Title Number LA106891 and each and any part thereof</p> <p>Rents - means the Company's right title and interest in and to any income whether at the date of the Charge or in the future arising in respect of any rental or other money payable under any lease licence agreement or other interest created in respect of the Let Property together with all Rent Related Rights.</p> <p>Rent Related Rights - means sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of Rents or any loss of Rents and the benefit of any other obligation security right or indemnity affecting or concerning Rents and any other payments whatever in respect of Rents, for example payments of interest, from any insurance policy or any compensation money</p> <p>Security Assets - Assets charged assigned or transferred to the Lender by the Charge.</p> <p>Subsidiary; Holding Company - a subsidiary company or holding company (as the case may be) as defined by Section 736 of the Companies Act 1985.</p> <p>the Act - the Law of Property Act 1925</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3486241
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL
INCOME DATED 22 JULY 2010 AND CREATED BY A & J
PROPERTY LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY 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 3 AUGUST 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2010

DX



Companies House
— for the record —



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