

MG01

Particulars of a mortgage or charge



260966/13

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 for
particulars of a charge on
company. To do this, please
use form MG01s

WEDNESDAY



A14
23/02/2011
COMPANIES HOUSE
231

1

Company details

Company number

0 7 0 6 1 2 6 6

Company name in full

Anthonymaker Nominee 2 Limited
(the "Company")

1

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

01 05 2012

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 (the "Legal Charge")

4

Amount secured

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

Amount secured

As specified in the continuation page to this form

4000

Continuation page

Please use a continuation page if
you need to enter more details

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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

Address 2 Triton Square, Regent's 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

As specified in the continuation page to this form

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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

Not applicable

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

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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 **Nigel Dale**

Company name
Eversheds LLP

Address **Eversheds House, 70 Great Bridgewater Street**

Post town **Manchester**

County/Region

Postcode

M	1		5	E	S	
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Country

DX **DX 14344 Manchester**

Telephone **0845 497 9797**



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 mortgage 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 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

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Amount secured

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

Amount secured

The amount secured by the Legal Charge is all monies, obligations and 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 (the "**Secured Liabilities**").

All capitalised terms used in this form are defined in the Appendix to this form

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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

Fixed charge

1. The Company charged 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:

- (a) by way of legal mortgage each of the Properties,
- (b) 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 any of the Properties;
 - (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 3.2 (Assignment) of the Legal Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause.

Assignment

2 The Company assigned 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.

3. 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 clause 3.2 of the Legal Charge to the Company or as it may direct.

Negative Pledge

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4. The Company shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security.

Rental Income

5. The Company will:
- a) collect in the ordinary course of its business and pay into a bank account specified by the Lender all Rental Income and hold the proceeds of such Rental Income (until payment into such bank account) on trust for the Lender;
 - b) not, without the prior written consent of the Lender:
 - (i) set off, vary, postpone or release any obligation of any person to pay Rental Income; or
 - (ii) do or omit to do anything which may delay or prejudice the full recovery of any Rental Income.

Restrictions on dealing with Charged Assets

6. The Company 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
7. The Company 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.

Further assurance

- 8 The Company shall, if and when required by the Lender
- (a) 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 Legal Charge over

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Please give the short particulars of the property mortgaged or charged

Short particulars

the Charged Assets or any part thereof or to facilitate the realisation of the same, and

- (b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Legal Charge

General

9. The Legal Charge and the obligations of the Company under the Legal Charge shall

- (a) secure the ultimate balance of the Secured 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

10. Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

Definitions

11. All capitalised terms used in this form are defined in the Appendix to this form.

Schedule 1

Properties

1. 26 to 38a High Street, Cobham, KT11 3EB as registered at the Land Registry under title number SY701061

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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>2 Gelderd Road Industrial Units (Units 9-17, 19-20, warehouse, workshop and vehicle compound) Birstall, Leeds as registered at the Land Registry under title numbers WYK541651, WYK586456, WYK553546, WYK540023, WYK467231 and WYK408464</p> <p>APPENDIX</p> <p>DEFINITIONS AND CONSTRUCTION</p> <p>Definitions</p> <p>In this form and its Appendices, the following definitions apply</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration</p> <p>Charged Assets means all the undertaking, property and assets of the Company described in clause 3.1 (Fixed charge) and clause 3.2 (Assignment) of the Legal Charge including any part thereof and any interest therein</p> <p>Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person</p> <p>Facility Letter means the facility letter dated on or around the date hereof made between (1) The Anthonymaker LP and (2) Santander UK plc</p> <p>Finance Documents means the documents governing the terms of the Secured Liabilities</p> <p>Group means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being</p> <p>Group Member means each member of the Group</p> <p>Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Company has an interest</p> <p>Lender means Santander UK plc (registered number 2294747) (as the security trustee for the Group Members)</p> <p>LPA means the Law of Property Act 1925</p>

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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

Party means a party to the Legal Charge and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

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

Properties means the assets of the Company described in schedule 1 (Properties) of the Legal Charge (and schedule 1 to this form) 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 (each a **Property**)

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

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

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Construction

In this form and its Appendices, the following applies:

- 1. **assets** includes present and future property, revenues and rights of every description;
- 2. **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future,

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>actual or contingent;</p> <p>3. a guarantee includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person;</p> <p>4 a person includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of each Group Member only) its permitted assignees and transferees,</p> <p>5 a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,</p> <p>6. a reference to determines or determined means a determination made in the absolute discretion of the person making the determination,</p> <p>7 a provision of law is a reference to that provision as amended or re-enacted,</p> <p>8 a charge or mortgage of any freehold or leasehold property includes</p> <p>a) all buildings, fixtures and fixed plant and machinery on that property,</p> <p>b) the proceeds of sale of the whole or any part of that property; and</p> <p>c) all rights appurtenant to or benefiting that property.</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. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 15
FEBRUARY 2011 AND CREATED BY ANTHONYMAKER
NOMINEE 2 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 23 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY
2011

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES