

MG01

Particulars of a mortgage or charge

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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 a
company. To do this, please
use form MG01s

WEDNESDAY



A30M6Y47

A16 05/10/2011 72

COMPANIES HOUSE

1 Company details

Company number 7 0 6 1 2 6 6

Company name in full Anthonymaker Nominee 2 Limited ("Chargor")

For official use

→ **Filing 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 ^d8 ^m0 ^m9 ^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

4
then

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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 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	Continuation page 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>---</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>	

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7	Particulars as to commission, allowance or discount (if any) <p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount		
8	Delivery of instrument <p>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)</p> <p>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)</p>	
9	Signature <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Out UP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 ERC/2000724.212

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 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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7. Under clause 26.1 of the Conditions, the Company must not at any time during the subsistence of the Charge create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance in relation to the Real Property.
8. Under paragraph 27.1 of the Conditions, unless the Company has the prior written consent of the Lender the Company must not:-
- a) sell, lease, rent or sub-let the Real Property;
 - b) allow any individuals to live in Real Property or allow them to acquire any right or interest in Real Property or the right to occupy it;
 - c) agree to any other security or tenancy agreement on it;
 - d) grant anyone any contractual licence right or interest to occupy it;
 - e) accept any surrender or any lease of it nor exercise any of the Company's powers in that regard under Sections 99 and 100 of the Act.
9. Under paragraph 29.1 of the Conditions, the Company declares and agrees that the Company holds and will hold all Related Rights and Security Land Interests in trust for the Lender.
10. Under paragraph 29.3 of the Conditions, any assignment or charge to the Lender of Related Rights or Security Land Interests includes the right to recover and receive all compensation or other monies from time to time payable under them whether pursuant to any statute or otherwise.
11. Under paragraph 33.1 of the Conditions, the Company must have the prior written consent of the Lender before it sells or disposes of all or part of the Real Property or any interest in it.
12. Under paragraph 33.3 of the Conditions, the Company must give immediate notice to the Lender of any encumbrance which is created after the date of the Charge and notwithstanding Acts passed or to be passed, registration of such encumbrance shall not be deemed to be notice of it to the Lender.
13. Under paragraph 43.1 of the Conditions, for the purposes of Section 101 of the Act the Secured Liabilities are due on the date of the Charge
14. 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.
15. Under paragraph 46.1 of the Conditions, Section 93 of the Act does not apply. If more than one of the Company's properties is charged to the Lender and the Company wants to pay off just one of those charges, the Lender can refuse to redeem the charges separately, and insist that the Company pays off all of them, before redeeming any of them.
16. Under paragraph 47.1 of the Conditions, the Lender has all the same powers as a receiver, whether or not they have appointed one

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17. Under paragraph 47.3 of the Conditions, the Lender's statutory power of leasing shall be extended so that the Lender is authorised to lease and make agreements for leases at a premium or otherwise and accept surrenders for leases and grant options as the Lender thinks expedient, without the need to observe any of the provisions of Sections 99 and 100 of the Act (relating to powers to grant or accept surrenders of leases).

18. 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.

19. Under paragraph 53.1 of the Conditions, as far as a buyer or anyone else dealing in good faith with the dealer 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.

20. 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

Definitions

The following terms have the following meanings in the Charge/Conditions.

Assets - all and any part of the Company's undertaking, property and assets whatsoever and wheresoever present and future.

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.

Intellectual Property Rights - all the Company's current or future patents, patent applications, inventions, trademarks, trade names, registered designs, copyrights, know-how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights.

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 or 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.

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Land Interests - 1. all interests at the date of the Charge and in future belonging to the Company in or over land or its proceeds of sale;

2. all licences now and in future held by the Company to enter upon or use land,

3 the benefit of all other agreements including any easements, restrictive covenants or other rights relating to land to which the Company is or may become party or otherwise entitled;

4. all trade and tenant's fixtures, plant and machinery now and in future annexed for whatever purpose to Real Property

LIBOR - on any day the rate at which sterling deposits are offered for a three Month period by prime banks in the London inter-bank market at 11am

the rate is:

1) the rate which appears on the display designated as the British Bankers Association's Interest Settlement Rate on the Reuters service or such other page or service as may replace it, or

11) if no such display is available, the means of the rates notified by each Reference Bank.

Month - Calendar month

Other Property - the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Company, together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property, as well as any Related Rights.

Other Property does not include the Property

Prior Charge - the prior mortgage(s) or charge(s) (if any) identified in the schedule to the Charge.

Property : Mannings Heath Retail Park, Yarrow Road, Poole, Dorset, BH12 4QY registered at the Land Registry with Title No DT310141 including any beneficial interest in it or in its sale proceeds vested in or charged to the Company together with all buildings fixtures fittings as well as any Related Rights, subject only to the Prior Charge (if any)

If the Company is a body corporate "Property" also means and includes all moveable plant machinery implements utensils furniture and equipment now and from time to time placed on or used in or about the Property.

Real Property - all and any part of the Property and Other Property which is or becomes the subject of the Charge.

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Related Rights - 1. 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 Real Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning Real Property;

2. all rights, licenses, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to Real Property;

3. any shares or membership rights mentioned in paragraph 25 of the Conditions,

4. any goodwill of any business from time to time carried on at Real Property,

5. any rental and other money payable under any lease, license, or other interest created in respect of Real Property, and

6. any other payments whatever in respect of Real Property, for example, payments from any insurance policy or any compensation money

Securities - stocks shares and other securities of any kind including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all the Company's rights and interests in and claims under all policies of insurance and assurance at the date of the Charge or in the future held by or enduring to the Company's benefit.

Security Assets - assets charged assigned or transferred to the Lender by the Charge

Security Land interests - land interests charged assigned or transferred to the Lender by the Charge.

Stock in Trade and Plant - all plant and machinery at the date of the Charge or in the future belonging to the Company (excluding plant and machinery for the time being forming part of the Company's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels at the date of the Charge or at any time hired or leased by the Company to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract.

Subsidiary; Holding Company - a subsidiary company or holding company (as the case may be) as defined by Section 736 of the Companies Act 1985.

the Act - the Law of Property Act 1925



**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. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28
SEPTEMBER 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 5 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2011

(P)



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES