

MG01

012534/26 Oyez

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

MONDAY



A24

\*A23E100Q\*

04/03/2013

#16

COMPANIES HOUSE

**Company details**

Company number

0 5 9 2 4 0 9 1

Company name in full

Apex Dental Care Limited (the "Mortgagor")

34

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 \*

**Date of creation of charge**

Date of creation

0 1 0 3 2 0 1 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 "Charge")

**Amount secured**

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

Amount secured

All monies, obligations and liabilities whatsoever whether for  
principal, interest or otherwise which may now or any time in  
the future be due, owing or incurred by the Mortgagor to the  
Group (or any Group Member) whether present or future, actual or  
contingent and whether alone, severally or jointly as principal,  
guarantor, surety or otherwise and all the Mortgagor's other  
liabilities to the Group (or any Group Member) including  
(without limitation) indebtedness on account of money advanced,  
bills of exchange, promissory notes, obligations with respect to  
letters of credit, guarantees and indemnities and in whatever  
name or style and whether on any current or other other account,  
or in any other manner whatsoever, together with interest and  
including (but without limitation) all Expenses and so that  
interest shall be calculated and compounded according to the  
usual manner of the relevant Group Member (as well after as  
before judgement and the right to such interest shall not merge  
in any judgement) (the "Secured Liabilities")

**Continuation page**

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

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Particulars of a mortgage or charge

**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

Name	Santander UK Plc (the "Bank")						
Address	2 Triton Square, Regents Place, London						
Postcode	N	W	1		3	A	N
Name							
Address							
Postcode							

**Continuation page**

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

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

1 The Mortgagor with full title guarantee, as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)

a) by way of fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Mortgagor in the Charged Property

b) by way of fixed charge

(i) all benefits, claims and returns of premiums in respect of any Insurance, and

(ii) in so far as the legal mortgage set out in a) above or any assignment as set out in c) below are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Mortgagor referred to in those clauses

c) by way of first priority assignment all of its rights, title, estate and other interests in and to -

(i) the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons,

(ii) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under a duty to the Mortgagor

and the benefit of all sums recovered in any proceedings against all or any such persons,

(iii) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or in respect of any Agreement for Lease, and

(iv) the benefit of all covenants, agreements, rights and remedies relating to the Charged Property

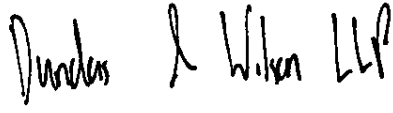
\*see continuation sheet

**Continuation page**

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

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	Nil	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div style="text-align: center;">X  X</div> 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  
Joe Jackson

Company name  
Dundas & Wilson LLP

Address  
Northwest Wing

Bush House

Aldwych

Post town  
London

County/Region

Postcode  
W C 2 B 4 E Z

Country

DX  
DX 127LDE

Telephone  
020 7759 9925

### 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)

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Particulars of a mortgage or charge



Amount secured	
Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Definitions</u></p> <p>"<b>Expenses</b>" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Reciever may charge or incur in relation to the Mortgagor or the Charge and the preparation, negotiation and Creation of the Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of the Charge, in each case on a full indemnity basis,</p> <p>"<b>Group</b>" means the Bank and its Subsidiaries for the time being,</p> <p>"<b>Group Member</b>" means each member of the Group, and</p> <p>"<b>Subsidiary</b>" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p>

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Particulars of a mortgage or charge



## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

- 2 The Mortgagor shall not without the prior written consent of the Bank
- a) create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof,
  - b) sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing,
  - c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Mortgagor by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing, or
  - d) part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing

#### Definitions

**"Agreement for Lease"** means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis),

**"Charged Property"** means the freehold property known as 11-12 Alexandra Road, Wisbech, PE13 1HQ registered at the Land Registry under title number CB282294 including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof,

**"Encumbrance"** means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,

**"Insurance"** means all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Mortgagor or (to the extent of such interest) in which the Mortgagor has an interest,

**"Receiver"** means an administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under the Charge or pursuant to statute or otherwise, and

**"Rental Income"** means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property



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

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

**COMPANY NO. 5924091  
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 1 MARCH  
2013 AND CREATED BY APEX DENTAL CARE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE GROUP (OR 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 4 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2013

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**Companies House**



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