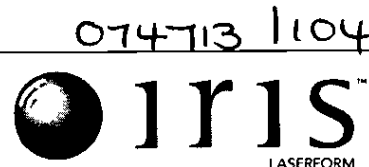


MG01

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
company. To do this, please use
form MG01s

TUESDAY



API3FZ20

A47

08/11/2011

3

COMPANIES HOUSE

1

Company details

Company number

0 7 6 9 9 1 3 8

Company name in full

Leighton House Dental Care 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

d 2 d 4 m 1 m 0 y 2 y 0 y 1 y 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

A Debenture dated 24 October 2011 between the Company and Santander UK
PLC (the "**Bank**") (the "**Debenture**")

4

Amount secured

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

Amount secured

Please see "Amount secured" continuation page
attached

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
Address 2 Triton Square, Regent's Place
London

Postcode NW 1 3 AN

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 "Short particulars" continuation page attached.

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

N/A

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 870).

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 866). 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 *For Stephen Lawrence LLP* 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 Hannah Bradshaw

Company name Finers Stephens Innocent LLP

Address 179 Great Portland Street

Post town London

County/Region

Postcode W 1 W 5 L S

Country

DX DX 42739 Oxford Circus North

Telephone 020 7323 4000



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

MG01 - continuation page

Particulars of a mortgage or charge

4

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 Company 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 Company's other liabilities whatever 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 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) (the "**Secured Obligations**")

MG01 - continuation page

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 with Full Title Guarantee, as a continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)
- 1 1 by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in each Charged Property referred to in the Schedule to the Debenture, and
- 1 2 by way of fixed charge
 - 1 2.1 all right, title, estate and other interests of the Company in each Charged Property not effectively mortgaged under paragraph 1 1,
 - 1 2 2 the Book Debts,
 - 1 2 3 all present and future goodwill and uncalled capital for the time being of the Company

Assignment

- 2 The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its right, title, estate and other interests in and to -
 - 2 1 the Rental Income and the benefit to the Company of all other rights and claims to which the Company 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 Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons,
 - 2 2 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 Company in relation to any 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 any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and
 - 2 3 the benefit of all Property Agreements, or the proceeds of any claim, award or judgment arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement,
- provided that nothing in this clause shall constitute the Bank as a mortgagee in possession

MG01 - continuation page

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

Floating Charge

3 The Company with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (as security trustee for the Group Members) by way of floating charge over the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to paragraphs 1 and 2 above)

Restrictions of the Company

4 The Company represents, warrants and undertakes to the Bank (as security trustee for the Group Members) that (save with the prior written consent of the Bank) it

4 1 is and will be the sole beneficial owner with Full Title Guarantee of all the Charged Assets free from Encumbrances and will not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof, and

4 2 will not (save in the normal course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing.

For the purposes of interpretation

"**Book Debts**" means all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than a Group Member and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights,

"**Charged Assets**" means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them,

"**Charged Property**" means all the freehold and/or leasehold property described in the Schedule hereto and any other freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and 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

MG01 - continuation page

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

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,

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Company or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis,

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

"Group" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being,

"Group Member" means a member of the Group,

"Property Agreement" 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),

"Receiver" means an administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the Charged Assets pursuant to the Debenture whether alone or jointly with any other person and includes any substitute for them appointed from time to time,

"Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company 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 Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property, and

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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7699138
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 OCTOBER
2011 AND CREATED BY KENNINGTON DENTAL CARE LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY (FORMERLY KNOWN AS LEIGHTON HOUSE
DENTAL CARE LIMITED) 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
8 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES