

MG01

Particulars of a mortgage or charge

39709/39

Oyez

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



\*A211R2FL\*

A15

29/01/2013

#131

COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

Company number

0 5 7 2 1 2 0 4

Company name in full

TOOTH AND MOUTH LIMITED (the "Company")

2

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

2 2 0 1 2 0 1 3

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

Debenture (the "**Debenture**") between the Company (1) and Santander UK plc as  
security trustee for each Group Member (as defined below) (2) (the "**Lender**")

4

Amount secured

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

Amount secured

1 Covenant to Pay

In the Debenture, the Company covenants with the Lender  
(as security trustee for the Group Members) that it will  
on demand pay all moneys and discharge all 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

Continued

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						
Name	Santander UK plc						
Address	2 Triton Square, Regent's 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

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

	Please give the short particulars of the property mortgaged or charged						
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**Continuation page**

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

Short particulars

**1 Charges****1 1 Fixed Charge**

The Company 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

(a) by way of legal mortgage

(i) the freehold/leasehold land known as [ ] registered at HM Land Registry with Title Number [ ] (Properties), and

(ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Company,

(b) by way of fixed charge

(i) (to the extent that they are not the subject of an effective mortgage under clause 1 1(a) of Part 6 to this Form MG01) (clause 3 1(a) of the Debenture) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Company,

(ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,

(iii) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled,

(iv) all plant, machinery and equipment owned by the Company and its interest in any plant, machinery and equipment in its possession,

(v) its rights under the appointment of any managing agent of any of the Properties,

(vi) all its rights, title and interest in the Insurances,

(vii) its Investments together with all Related Rights,

(viii) all its Intellectual Property,

(ix) the amount from time to time standing to the credit of any Account,

(x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security,

Continued

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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Collateral Instruments and other rights relating to any of the foregoing;</p> <p>(xi) all its goodwill and uncalled capital;</p> <p>(xii) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets 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</p> <p>(xiii) if and in so far as any assignment in clause 1 2 of this Part 6 (clause 3 2 of the Debenture (Assignment)) shall for any reason be ineffective as an assignment, the assets referred to in that clause</p> <p><b>1 2 Assignment</b></p> <p>The Company assigns 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</p> <p>(a) the Rental Income and all the Company's other rights, title and interest under each Occupational Lease, and</p> <p>(b) any Hedging Agreement</p> <p>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 this clause (clause 3 2 of the Debenture (Assignment)) to the Company or as it may direct</p> <p><b>1 3 Floating Charge</b></p> <p>The Company charges to the Lender as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 1 1 of Part 6 to this Form MG01 (clause 3 1 of the Debenture (Fixed Charge)) or assigned pursuant to clause 1 2 of Part 6 to this Form MG01 (clause 3.2 of the Debenture (Assignment))</p> <p><b>1 4 Priority</b></p> <p>The charges and assignments created by the Debenture</p> <p>(a) rank as first charges or assignments, and</p> <p>(b) are given with full title guarantee</p>

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Particulars of a mortgage or charge



4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>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</p> <p><b>Definitions</b></p> <p>In this Form MG01, the Debenture and these continuation pages</p> <p><b>"Accounts"</b> means any account of the Company with any bank, financial institution or other person</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing or registration</p> <p><b>"Charged Assets"</b> means all the undertaking, property and assets of the Company described in Clause 1 1 of Part 6 of this form (including any continuation page(s) to Part 6 of this Form MG01) (clause 3 1 of the Debenture (Fixed Charge)), clause 1 2 of Part 6 of this Form MG01 (including any continuation page(s) to Part 6) (clause 3 2 of the Debenture (Assignment)) and clause 1 3 of Part 6 of this Form MG01 (including any continuation page(s) to Part 6) (clause 3 3 of the Debenture (Fixed Charge)) including any part thereof and any interest therein</p> <p><b>"Collateral Instruments"</b> 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><b>"Group"</b> means Santander UK plc (registered number 2294747) and its subsidiaries for the time being</p> <p><b>"Group Member"</b> means each member of the Group</p> <p><b>"Hedging Agreement"</b> means an agreement or instrument entered into by the Company in order to hedge its exposure to fluctuations in exchange or interest rates and any other instrument evidencing a futures or treasury transaction</p> <p><b>"Insurances"</b> means all contracts or policies of insurance in which the Company has an interest</p> <p><b>"Intellectual Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and</li> <li>(b) the benefit of all applications and rights to use such assets of the Company</li> </ul> <p>Continued</p>

# MG01 - continuation page

Particulars of a mortgage or charge



5

## 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

Name

Address

Postcode

# MG01 - continuation page

Particulars of a mortgage or charge



4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>"Investments"</b> means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee</p> <p><b>"Occupational Lease"</b> 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</p> <p><b>"Properties"</b> means the freehold/leasehold land being [ ] registered at Land Registry with title number [ ] 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 benefitting any such property (each a <b>"Property"</b>)</p> <p><b>"Related Rights"</b> means in respect of any Investment</p> <p>(a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment and</p> <p>(c) all rights dervied from or incidental to that Investment</p> <p><b>"Rental Income"</b> 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</p> <p><b>"Secured Liabilities"</b> means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 1 of Part 4 of this Form MG01 (including any continuation page(s) to Part 4) (Covenant to Pay) (clause 2 of the Debenture (covenant to pay))</p> <p><b>"Security"</b> 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</p>

# MG01 - continuation page

Particulars of a mortgage or charge



5

## 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


Name

Address

Postcode

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><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> <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		
<b>8</b>	<b>Delivery of instrument</b>	
	<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>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	



# 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  
Joanna Lacey

Company name  
EMW

Address  
Seebeck House

1 Seebeck Place

Knowlhill

Post town  
Milton Keynes

County/Region

Postcode  
M K 5 8 F R

Country

DX  
DX 151620 MILTON KEYNES 18

Telephone  
0845 070 6000

### 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](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)



DX

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

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

**COMPANY NO. 5721204  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 JANUARY  
2013 AND CREATED BY TOOTH AND MOUTH 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  
29 JANUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY  
2013**



**Companies House**



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