

MG01

Particulars of a mortgage or charge



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  
company. To do this, use  
form MG01s

SATURDAY



A20

\*A3W3BNPZ\*

25/09/2010

463

COMPANIES HOUSE

1

**Company details**

Company number

0 4 1 9 0 3 6 6

Company name in full

1st Dental 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

2 3 0 9 2 0 1 0

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 "**Deed**") dated 23 September 2010 executed by the Company in favour of ONE D  
SPV Limited (company number 7369837) (the "**Lender**")

4

**Amount secured**

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

Amount secured

1 The Company, as principal obligor and not merely as surety,  
covenants with the Lender that it will pay or discharge on demand  
the Secured Obligations as and when they fall due. Any such amount  
not paid when due shall bear interest (as well after as before  
judgement and payable on demand) at the Default Rate (as defined  
below) from the due date until the date such amount is  
unconditionally and irrevocably paid and discharged in full, and

2 In this form MG01, the following terms have the following  
meanings

"**Default Rate**" means the default rate of interest of two per cent  
(2%) per annum over the interest rate in the Facility Agreement,

(cont )

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	ONE D SPV Limited	
Address	123 Deansgate, Manchester	
Postcode	M 3 2 B U	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1. Pursuant to the provisions of the Deed, as a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Lender the following assets which are at any time owned by the Company, or in which the Company is from time to time interested</p> <p>(a) by way of legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company, together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>(b) by way of fixed charge all other interests (not being charged by paragraph 1(a) above) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;</p> <p>(c) by way of fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of fixed charge all rights and interests the Company has in, and claims under, the Insurances (as defined below) and all proceeds thereof;</p> <p>(e) by way of fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person;</p> <p>(f) by way of fixed charge all Intellectual Property (as defined below),</p> <p>(g) to the extent that any of the Assigned Assets (as defined below) are not effectively assigned under paragraph 4 below, by way of fixed charge those Assigned Assets, including all Receivables (as defined below);</p> <p style="text-align: right;">(cont )</p>	

MG01

Particulars of a mortgage or charge

7	<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	None.	
8	<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>	
9	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Pannone LLP</i> 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 Richard Cowan (835762.2)

Company name Pannone LLP

Address 123 Deansgate

Post town Manchester

County/Region

Postcode M 3 2 B U

Country

DX 14314 Manchester 1

Telephone 0161 909 3000



### 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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)

## 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	<p><b>"Facility Agreement"</b> means the facility agreement entered into on or around the date of the Deed by the Lender and 1st Dental Laboratories plc; and</p> <p><b>"Secured Obligations"</b> means all present and future obligations and liabilities (whether actual or contingent, whether as principal or surety and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Lender and all costs, charges and expenses incurred by the Lender in connection with the preparation, negotiation of, preservation or enforcement of the Deed.</p>	

# 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	<p>(h) by way of fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;</p> <p>(i) by way of fixed charge all the goodwill and uncalled capital of the Company; and</p> <p>(j) by way of fixed charge all the Charged Shares (as defined below),</p> <p>2. Pursuant to the provisions of the Deed, as further continuing security for the payment of the Secured Obligations the Company charged with full title guarantee in favour of the Lender by way of floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of fixed mortgage or charge pursuant to the provisions of paragraph 1 above, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets (if any) in Scotland</p> <p>3. Pursuant to the provisions of the Deed, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986),</p> <p>4 Pursuant to the provisions of the Deed, the Company assigned and agreed to assign absolutely all its present and future right, title and interest in and to:</p> <p>(a) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and</p> <p>(b) all other Receivables,</p> <p>To the extent that any Assigned Asset described in this paragraph 4 is not assignable, the assignment which that paragraph purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances;</p> <p>5. Pursuant to the provisions of the Deed, the Lender may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the assets of the Company specified in any notice,</p> <p>6 Pursuant to the provisions of the Deed, the floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets (as defined below) subject to the floating charge created by paragraph 2 above (a <b>"Floating Charge Asset"</b>) if:</p> <p>(a) the Company creates (or purports to create) any Security Interest (as defined below) on or over the relevant Floating Charge Asset without the prior consent in writing of the Lender,</p> <p>(b) any third party levies or attempts to levy any distress, execution attachment or other legal process against any such Floating Charge Asset; or</p> <p>(c) an Administrator (as defined below) is appointed or the Lender receives notice of an intention to appoint an Administrator, provided that the floating charge created under this Deed by the Company shall not convert into a fixed charge solely by reason of (1) the obtaining of a moratorium or (2) anything done with a view to obtaining a moratorium, in each case under the Insolvency Act 2000 in respect of a Company,</p> <p style="text-align: right;">(cont...)</p>	

# 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	<p>7. The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Lender may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Lender first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it,</p> <p>8 The Deed shall remain in full force and effect as a continuing security until the Lender shall have certified in writing that the Secured Obligations have been discharged in full;</p> <p>9. Pursuant to the provisions of the Deed, the Company will not do or agree to do any of the following without the prior written consent of the Lender:</p> <p>(a) create or permit to subsist any Security Interest on any of the Charged Assets save for any Permitted Security Right (as defined below), or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Charged Asset other than in the ordinary course of business;</p> <p>10 Pursuant to the provisions of the Deed, the Company shall, at its own expense, promptly take whatever action the Lender or a Receiver (as defined below) may require for.</p> <p>(a) creating, perfecting or protecting the security intended to be created by the Deed; and</p> <p>(b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion exercisable by the Lender or any Administrator or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Asset,</p> <p>including the execution of any document, transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient,</p> <p>11. The security constituted by the Deed shall become immediately enforceable upon the occurrence of an Event of Default (as defined below) and the power of sale and other powers conferred by section 101 of the Act (as defined below), as varied or amended by the Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default. After the security constituted by the Deed has become enforceable, the Lender may in the Lender's absolute discretion enforce all or any part of this security in such manner as the Lender sees fit,</p> <p>12. For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of the Deed and sections 93 and 103 of the Act shall not apply to the security constituted by the Deed. The statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Act,</p> <p>13. At any time after the security constituted by the Deed becomes enforceable, or if so requested by the Company by written notice at any time, the Lender may without further notice appoint any person (or persons) to be an Administrator or Receiver of all or any part of the Charged Assets and/or of the income thereof, and</p> <p>14 In this form MG01, the following terms have the following meanings:</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
----------	---

Please give the short particulars of the property mortgaged or charged
--

Short particulars

(cont )



# 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	<p><b>"Act"</b> means the Law of Property Act 1925,</p> <p><b>"Administrator"</b> means any administrator appointed under the Deed and in accordance with the provisions of the Insolvency Act 1986;</p> <p><b>"Assigned Assets"</b> means the Charged Assets expressed to be assigned by way of security pursuant to paragraph 4 above;</p> <p><b>"Charged Assets"</b> means all property and assets from time to time charged by or pursuant to the Deed,</p> <p><b>"Charged Shares"</b> means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Company, together with all dividends distributions and other income paid or payable and all rights, bonuses or benefits attaching thereto,</p> <p><b>"Event of Default"</b> has the meaning given to it in Clause 10 of the Deed;</p> <p><b>"Insurances"</b> means the policies of insurance in which the Company has an interest from time to time,</p> <p><b>"Intellectual Property"</b> means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company, in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, domain names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company,</p> <p><b>"Permitted Security Right"</b> means a composite guarantee and debenture dated 23 April 2010 executed by the Company in favour of Centric SPV 1 Limited;</p> <p><b>"Planning Acts"</b> means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations issued or granted under or by virtue of such Act or any of them,</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(i) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(ii) all proceeds of any of the foregoing;</p>	

(cont . )

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

**"Receiver"** means any receiver, or receiver and manager appointed by the Lender under the Deed, and

**"Security Interest"** means a mortgage, charge, pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.



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

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

**COMPANY NO. 4190366  
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 23  
SEPTEMBER 2010 AND CREATED BY 1ST DENTAL LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ONE D SPV LIMITED 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 25 SEPTEMBER  
2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER  
2010**



*Companies House*  
— for the record —



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