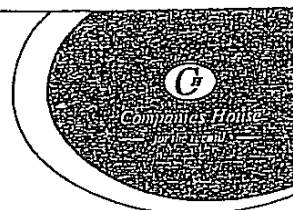


MG01

Particulars of a mortgage or charge

000074/13



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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s.

TUESDAY



AXAFZVKA

A12 05/07/2011 7

COMPANIES HOUSE



Company details

Company number **7574144**

Company name in full **SUCCESS ONLY LIMITED**
("the Company")

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 *



Date of creation of charge

Date of creation **04 07 2011**



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")



Amount secured

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

Amount secured

The Company covenants with the Security Holder 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)
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

(PLEASE SEE CONTINUATION PAGE 1)

Continuation page

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

MG01 - continuation page
Particulars of a mortgage or charge



Amount secured

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

Amount secured

(CONTINUATION PAGE 1)

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, ("the Secured Liabilities")

MG01

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 as security trustee ("Security Holder") for each

Address Group Member

2 Tntorr 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.



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

As continuing security for the payment of the Secured Liabilities, the Company with full title guarantee charges to the Security Holder (as security trustee for the Group Members)

(a) by way of legal mortgage the Legally Mortgaged Property;

(b) by way of fixed charge the Equitably Charged Property,

(c) by way of fixed charge all fixed plant and machinery now or hereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same, and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party,

(d) by way of fixed charge all plant, machinery and equipment specified in Schedule 2 to the debenture, and all spare parts, replacements and modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party,

(e) by way of fixed charge all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same other than those specified in (c) and (d) above now or hereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any plant, machinery or equipment forming part of the Company's stock in trade or work in progress),

(f) by way of fixed charge all Debts,

(g) by way of fixed charge all the goodwill and uncalled capital of the Company;

(h) by way of fixed charge all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto,

PLEASE SEE CONTINUATION PAGES 2, 3 AND 4

MG01 - continuation page
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

CONTINUATION PAGE 2

- (j) by way of fixed charge all present and future patents, patent applications, trade marks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Company,
- (j) by way of fixed charge all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Company or (to the extent it has) in which the Company has an interest and all claims and returns of premium relating thereto,
- (k) by way of fixed charge all benefits relating to all present and future contracts of trade other than to the extent charged to Santander pursuant to (f),
- (l) by way of floating charge the Floating Charge Property,

Definitions

"Administrator" means any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property

"Charged Property" means all of the property of the Client described in Clause 3.1 of the Debenture

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"Enforcement Date" means the date on which the Security Holder or a Group Member demands the payment or discharge of all or any or any of the Secured Liabilities pursuant to this Debenture, or if earlier, the date on which

- (a) the Security Holder receives from any person a notice of intention to appoint any person under Schedule B1 of the Insolvency Act 1986 to manage the Client's affairs, business and property,
- (b) the Client requests the Security Holder to appoint an Administrator or Receiver,
- (c) an application is made for the appointment of an Administrator in relation to the Client,
- (d) a petition is made for an administration order in relation to the Client; or
- (e) an Administrator is appointed in relation to the Client.

"Equitably Charged Property" means all future freehold and leasehold property of the Client together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon charged by way of fixed charge

"Floating Charge Property" means by way of floating charge the undertaking and all property and assets of the Client present and future including any charged by way of specific charge under (a) to (l) if and to the extent that such charges fall as specific charges

PLEASE SEE CONTINUATION PAGE 3

MG01 - continuation page
Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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

Short particulars

CONTINUATION PAGE 3

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

"Group Member" means a member of the Group

"Legally Mortgaged Property" means all freehold and leasehold property owned by the Company at the date of this Debenture including that specified in Schedule 1 of the debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon charged by way of legal mortgage

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986)

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

"Debts" means all present and future book debts of the Company, all moneys from time to time standing to the credit of any account of the Company and all other moneys whether arising under contracts or on any other manner due, owing or incurred to the Company (and including any owing by the Security Holder to the Company)

NB

So far as permitted by law and notwithstanding anything expressed or implied in the Debenture (a) if the Company creates or attempts to create any Encumbrance over all or any of the Charged Property without the prior written consent of the Security Holder or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets, the floating charge created by (1) above over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge, and

PLEASE SEE CONTINUATION PAGE 4

MG01 - continuation page

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

CONTINUATION PAGE 4

(b) the floating charge created by (l) above shall automatically be converted into a fixed charge on the Enforcement Date

Notwithstanding anything expressed or implied in the Debenture but without prejudice to Clause 3.3 of the Debenture, the Security Holder shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Property into a fixed charge as regards the assets specified in such notice

The Company will not without the Security Holder's prior written consent create or purport or attempt to create or permit to subsist any Encumbrance upon the Charged Property nor sell, transfer, lease, licence, part with possession dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as now carried on

The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in (l) above, which shall be enforceable at any time on or after the Enforcement Date

MG01

Particulars of a mortgage or charge

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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

None

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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 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).

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Signature

Please sign the form here.

Signature

Signature

X  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 Tracey Berry

Company name Santander UK plc

Address 3rd floor, One Cornwall Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 D X

Country UK

DX

Telephone 0121 265 7725

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 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



FILE COPY

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

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

**COMPANY NO. 7574144
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 JULY 2011
AND CREATED BY SUCCESS ONLY 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 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 5 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES