

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

FRIDAY



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05/04/2013

#170

COMPANIES HOUSE

1

Company details

Company number 0 2 4 6 7 3 3 8

Company name in full Champneys Springs Limited (**Chargor**)

8

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 d2 d8 m0 m3 y2 y0 y1 y3

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 between, amongst others, the Chargor and the Lender (as defined in section 5 below)
(**Debenture**)

4

Amount secured

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

Amount secured

All monies and liabilities on or after the date of the Debenture due
owing or incurred by the Chargor to the Lender whatsoever under the
Finance Documents (or any of them) in any manner and in any
currency or currencies and whether present or future, actual or
contingent, whether incurred solely or jointly with any other person
and whether as principal or surety, together with all interest accruing
on such monies and liabilities and all costs, charges and expenses
incurred by the Lender in respect of those monies or liabilities
(**Secured Obligations**)

Continued

Continuation page

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

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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 (**Lender**)

Address 2 Triton Square

Regent's Place, London

Postcode N W 1 3 A N

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

1 Charging provisions

1 1 General

All Security created by the Chargor under clause 3 2 (First legal mortgages) to clause 3 5 (Floating charge) of the Debenture (reproduced as paragraphs 1 2 to 1 5 of this form MG01) inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset,
- (d) granted in favour of the Lender,
- (e) granted subject to all Security created under the Barclays Marine Mortgage and excludes the Champneys Yacht for so long as the Barclays Marine Mortgage remains to be discharged, and
- (f) granted subject to the Intellectual Property licence granted pursuant to the Boots Agreements

1 2 First legal mortgages

The Chargor charged by way of first legal mortgage its interest in the Properties and all Fixtures on each of the Properties

Continued

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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

Nil

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 Addleshaw Goddard LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 **MARSFB/311298-913**

Company name **Addleshaw Goddard LLP**

Address **Milton Gate**

60 Chiswell Street

Post town **London**

County/Region

Postcode **E C 1 Y 4 A G**

Country

DX **47 London**

Telephone **020 7606 8855**



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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this form the following terms shall have the following meanings</p> <p>Borrower means Champneys Henlow Limited (a company registered in England and Wales with number 01297142)</p> <p>Facility Agreement means the facility agreement between the Borrower, the Guarantors and the Lender and dated 27 March 2013 under which the Lender agrees to make available to the Borrower a term loan facility of up to £30,000,000</p> <p>Finance Document means each of the Facility Agreement, the Overdraft Facility Agreement, each Hedging Agreement, each Subordination Deed, each Security Document, each Utilisation Request and any other document designated as a Finance Document by the Lender and an Obligor (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Guarantors means each of the companies listed in schedule 1 of the Debenture (reproduced as schedule 1 of this form MG01)</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 3 Assignments</p> <p>The Chargor assigned</p> <ul style="list-style-type: none"> (a) all rental income and all other sums payable under any Occupational Lease, (b) the Relevant Agreements to which it is a party, and (c) the Relevant Policies to which it is a party <p>The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party</p>	
	<p>1 4 First fixed charges</p> <p>The Chargor charged by first fixed charge</p> <ul style="list-style-type: none"> (a) all its interests and estates in any freehold, leasehold or commonhold property (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 of the Debenture (reproduced as paragraph 1 2 of this form MG01)) and, in each case, the Fixtures on each such property, (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property, (c) the benefit of all other agreements, instruments and rights relating to its Secured Property, (d) all its plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them, (e) the Subsidiary Shares together with all Related Rights, (f) the Investments together with all Related Rights, (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them), (h) all monies from time to time standing to the credit of each Blocked Account, <p>Continued</p>	

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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>(i) all monies from time to time standing to the credit of each account (other than any Blocked Account) including, without limitation, the Current Accounts held by the relevant Chargor with any bank, building society, financial institution or other person (each a Charged Account),</p> <p>(j) all its Intellectual Property,</p> <p>(k) all its goodwill and uncalled capital,</p> <p>(l) all its rights and interests under and relating to the Boots Agreements,</p> <p>(m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(n) to the extent that any assignment in clause 3 3 (Assignments) of the Debenture (reproduced as paragraph 1 3 of this form MG01) is ineffective as an assignment, the assets referred to in that clause</p> <p>1 5 Floating charge</p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clause 3 2 (First legal mortgages), clause 3 3 (Assignments) or clause 3 4 (First fixed charges) of the Debenture (reproduced as paragraphs 1 2, 1 3 and 1 4 of this form MG01)</p> <p>1 6 Conversion of floating charge to a fixed charge</p> <p>The Lender may, at any time during the Security Period by notice in writing to the Chargor or any Guarantor, convert the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as paragraph 1 5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <p>(a) an Event of Default is continuing, or</p> <p>(b) in the opinion of the Lender that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>Continued</p>

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
Short particulars	<div style="border: 1px solid black; padding: 5px;"> <p>Please give the short particulars of the property mortgaged or charged</p> </div> <div style="margin-top: 10px;"> <p>1 7 Automatic conversion of floating charge to a fixed charge</p> <p>If (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> (a) the Chargor or a Guarantor creates or attempts to create any Security over any of its Floating Charge Assets (excluding, for the avoidance of doubt, any Permitted Security), (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor or a Guarantor, <p>the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (reproduced as paragraph 1 7(c) of this form MG01) over all of the Floating Charge Assets</p> <p>2 Negative pledge</p> <p>2 1 The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets</p> <p>2 2 The Chargor agreed that it shall not</p> <ul style="list-style-type: none"> (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or a Guarantor, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect, <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset</p> <p>Continued</p> </div>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 3 Clause 5 1 and clause 5 2 of the Debenture (reproduced as paragraph 2 1 and paragraph 2 2 of this form MG01) do not apply to any Security, arrangement or transaction which is Permitted Security</p> <p>In this form the following terms shall have the following meanings</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission</p> <p>Barclays Marine Mortgage means the marine mortgage granted by the Chagor in favour of Barclays Bank PLC dated 15 May 2006 in respect of the Champneys Yacht securing the Barclays Marine Finance Facility (as such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Blocked Account means</p> <ul style="list-style-type: none"> (a) the Remediation Account (b) the Proceeds Account (c) the FF&E Reserve Account and (d) any other account designated as a Blocked Account by the Chagor or any Guarantor and the Lender <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Boots Agreements means</p> <ul style="list-style-type: none"> (a) the exclusivity agreement granted by Champneys Henlow Limited in favour of Boots UK Limited dated 30 June 2010 (b) the heads of terms executed by Stephen Purdew, Dorothy Purdew, the Chagor, Boots UK Limited and Alliance Boots Sourcing (Hong Kong) Limited dated 30 June 2010 and (c) any subscription and shareholders agreement, shareholders agreement or other agreement to be entered into in order to give effect to the heads of terms referred to in paragraph (b) above (the Heads), provided that if such agreement contains any material addition or variation to the Heads, other than a Boots Agreements Permitted Variation, such addition of variation shall be in form and substance satisfactory to the Lender (acting reasonably) <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Continued</p>	

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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

Current Accounts means

- (a) the account of the Borrower with the Lender designated "Henlow Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (b) the account of the Borrower with the Lender designated "Day Spa Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (c) the account of Springs with the Lender designated "Springs Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (d) the account of Forest Mere with the Lender designated "Forest Mere Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (e) the account of Tring with the Lender designated "Tring Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (f) the account of the Borrower with the Lender designated "College Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement
- (g) the euro account of the Borrower with the Lender designated "Euro Current Account" and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

Champneys Yacht means the Sunseeker Predator 82 with official number 911496 owned by the Chargor

Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Facility Agreement

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions
- (b) any acceptance under any acceptance credit facility or bill discounting facility (or dematerialised equivalent)
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) the amount of any liability in respect of Finance Leases

Continued

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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>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis)</p> <p>(f) any Hedge Transaction (and, when calculating the value of that Hedge Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Hedge Transaction, that amount) shall be taken into account)</p> <p>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity other than the Borrower which liability would fall within one of the other paragraphs of this definition</p> <p>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under the Accounting Principles</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above</p> <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery belonging to the Chargor now or at any time after the date of this Deed on that Secured Property</p> <p>Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as paragraph 1 5 of this form MG01)</p> <p>Intellectual Property means</p> <p>(a) the registered trademarks described in schedule 4 (UK registered trademarks) of the Debenture (reproduced as schedule 4 of this form MG01)</p> <p>Continued</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) any patents, trade marks (excluding the registered trade marks described in paragraph (a) above), service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, confidential knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and

(c) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) 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 of, and as defined in Part II of Schedule 2 to, 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 Chargor or by a trustee or clearance system or nominee

Occupational Lease means any occupational lease or licence to which a Property (or any part of the Property) is subject

Permitted Security means

- (a) any Security arising under any Security Document
- (b) any Security permitted by the Lender in writing
- (c) any lien arising by operation of law or in the ordinary course of business over an Obligor's assets (other than a Property) and which is discharged within 60 days
- (d) any Security constituted by a Permitted Finance Lease
- (e) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omissions by any member of the Group
- (f) any Security or Quasi-Security arising as a consequence of any Permitted Finance Lease

Continued

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Short particulars	<p>(g) any netting or set-off arrangements under a Hedging Agreement</p> <p>(h) any right of set-off arising by operation of law or in the ordinary course of business</p> <p>(i) any Security that is released on or prior to the first Utilisation Date</p> <p>(j) any netting or set-off arrangements in favour of the Lender relating to the Accounts and</p> <p>(k) the Barclays Marine Mortgage</p> <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Properties means the properties described in schedule 3 (Property) of the Debenture (reproduced as schedule 3 of this form MG01)</p> <p>Related Rights means, in respect of any Investment or Subsidiary Share</p> <p>(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and</p> <p>(c) all rights derived from or incidental to that Investment or Subsidiary Share</p> <p>Relevant Agreement means</p> <p>(a) each Hedging Agreement</p> <p>(b) each Lease Document</p> <p>(c) each Day Spa Lease</p> <p>(d) each document evidencing or under which any Subordinated Loan is made available and</p> <p>(e) each other agreement designated as a Relevant Agreement by the Borrower and the Lender in writing</p> <p>(as such terms are defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Continued</p>	

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Relevant Policies means, in respect of the Chargor, all policies of insurance (including the Life Policy) present and future in which it has an interest (other than policies in respect of third party liability and the Life Policy) together with all monies payable in respect of those policies (as such terms are defined in the Facility Agreement unless otherwise defined in this form MG01)

Secured Assets means, in respect of the Chargor, all of the assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Lender

Secured Property means, at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of the Debenture and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender to the Chargor under the Finance Documents have been cancelled

Subsidiary Shares means all shares present and future held by the Chargor in its Subsidiaries (including those listed in schedule 2 (Subsidiary Shares) reproduced as schedule 2 of this form MG01))

Schedule 1 The Guarantors

Name	Jurisdiction of Incorporation	Registered Number
Champneys Henlow Limited	England & Wales	01297142
Champneys Springs Limited	England & Wales	02467338
Fitness and Leisure Holdings Limited	England & Wales	02911543
Champneys Forest Mere Limited	England & Wales	03047435
Maplesudden Limited	Scotland	SC138475
Champneys Tring Limited	England & Wales	00474937
The Champneys International College Limited	England & Wales	03636116

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Schedule 2 Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
None		

Schedule 3 Properties

Owner	Description (Property Definition)	Title Number
Champneys Springs Limited	Champneys Springs, located at Ashby de la Zouch, Leicestershire (Champneys Springs)	LT223964 and LT223965
Champneys Springs Limited	16 Iveagh Close and garage, Measham, Leicestershire (Iveagh Close)	LT136934

Schedule 4 UK registered trademarks

Mark	Territory	Status	Classes	Application Date	Application No.	Registered Proprietor
None						

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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. 2467338
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2013 AND CREATED BY CHAMPNEYS SPRINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANTANDER UK PLC 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 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES