

# M

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legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

6

03966166

= C4993126

Name of company

Tangram Leisure Limited (the "Company")

Date of creation of the charge

19 September 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

The Mortgagor covenants with the Bank to pay and discharge to the Bank on demand

a) All monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Company hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank,

Please see the attached continuation sheet

Names and addresses of the mortgagees or persons entitled to the charge

Clydesdale Bank Plc, 30 St Vincent Place, Glasgow, Scotland (the "Bank")

Postcode G1 2HL

Presenter's name, address and  
reference (if any)

Dundas & Wilson LLP  
Northwest Wing  
Bush House  
Aldwych  
London WC2B 4EZ  
PP/LD/LI/CLY032.0047

Time critical reference

For official use (02/2006)

Mortgage Section

FRIDAY



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ABJDUT59

21/09/2007

COMPANIES HOUSE

662

Short particulars of all the property mortgaged or charged

Please see attached continuation sheet

Please do not  
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legibly, preferably  
in black type or  
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lettering

A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Dundas & Wilson LLP*

Date 20 September 2007

On behalf of ~~[company]~~ [mortgagee/chargee] <sup>†</sup>

<sup>†</sup> Delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Particulars of a mortgage or charge

Company Number 03966166

Name of Company Tangram Leisure Limited

**Amount Secured by the mortgage or charge**

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b) on a full and unlimited indemnity basis all cost, charges, losses, expenses and other sums defined as follows

- 1) The Company hereby covenants to pay to the Bank and any Receiver (defined as "any receiver or receiver and manager for the time being appointed by the Bank under or by virtue of this Charge and if more than one receiver or receiver and manager has been so appointed then the expression "the Receiver" shall mean any or all of them") and discharge on demand all costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Receiver in relation to this Charge or the amount secured by the mortgage or charge or any other security held by or offered to the Bank in respect thereof on a full and unlimited indemnity basis including without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation preparation execution registration and perfecting of this Charge or with any proceedings by or against any third party relating to the Property or to the security hereby constituted or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by this Charge or any such other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings hereunder or under any such other security or the recovery or attempted recovery of the amount secured by the mortgage whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to this Charge and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Property
- 11) All sums of whatsoever nature which are payable by the Company under this Charge and which are now or at any time hereafter become subject to Value Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Company in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof;

c) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of this Charge

**Short particulars of property mortgaged or charged**

The Company with full title guarantee hereby charges by way of legal mortgage the freehold property known as Thorpe Hall, Thorpe le Soken, Essex and registered at the Land Registry under title numbers EX654059, EX658137, EX697568, EX683434 (the "Property") (with the intent that the security hereby constituted shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof) as a continuing security for the amount secured by the mortgage or charge. The Company is solely and beneficially interested in the Property

The Charge contains a provision that if the Property or any part thereof shall consist of registered land the Company will procure and hereby applies for the registration in the Proprietorship Register of the Property at the Land Registry of a restriction to the following effect

"Except under an order of the Registrar no disposition by the proprietor of the land or made in the exercise of the power of sale in any charge subsequent to the charge hereby created is to be registered without the consent of the proprietor for the time being of the charge hereby created"

and the Company will procure that no person shall be registered under the Land Registration Acts 1925 to 1986 as proprietor of the Property without the prior written consent of the Bank and the Company shall be liable for the costs incurred by the Bank in lodging from time to time cautions against the registration of the title to all or any of the Property.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 03966166

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 19th SEPTEMBER 2007 AND CREATED BY TANGRAM LEISURE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 2007

*P. Cer*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES