

MG01

Particulars of a mortgage or charge

101978/13



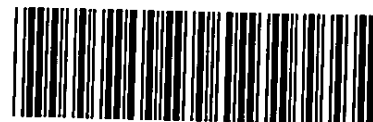
A fee is payable with this form.

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

FRIDAY



\*A79PKPMA\*

A09

03/12/2010

118

COMPANIES HOUSE

**1 Company details**

Company number 5 6 5 9 6 6 9

Company name in full The Gym Limited  
(the "**Chargor**")

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 d0 d1 m1 m2 y2 y0 y1 y0

**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**") made between the Chargor and HSBC Bank Plc (the  
"**Bank**") dated 1 December 2010

**4 Amount secured**

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

Amount secured The Chargor agrees to pay and discharge the Debt  
when the same is due to be paid and discharged. It  
acknowledges that the Debt shall, in the absence of  
express written agreement by the Bank to the  
contrary, be due and payable to the Bank upon  
demand.

"**Debt**" means all money and liabilities whatever,  
whenever and however incurred whether now or in the  
future due, or becoming due, from the Chargor to  
the Bank.

**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

**Continuation page**

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

Name HSBC Bank plc

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

**Security given over the Chargor's Assets**

- 1 The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges:-
- (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Chargor together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it This includes (without limitation) the land described or referred to in Part I of the first schedule of the Deed subject only to the other mortgages or matters (if any) mentioned in Part 2 of the first schedule of the Deed
  - (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the second schedule of the Deed.
  - (c) By way of first fixed charge (except as already charged above) -
    - (1) All the present and future right, title and interest of the Chargor in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it

continued/.

# MG01

## Particulars of a mortgage or charge

### 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP X

02/12/10

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 Pamanjit Kahlon

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Sqaure

Post town Birmingham

County/Region

Postcode B 2 4 D L

Country

DX DX: 13022 BIRMINGHAM 1

Telephone 08700 111 111



### 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](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

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>Security given over the Chargor's Assets (continued)</b></p> <p>(c)</p> <p>(11) All chattels now or at any time afterwards belonging to the Chargor. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Chargor or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Deed</p> <p>(111) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Chargor.</p> <p>(1v) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated now or at any time afterwards due owing or incurred to the Chargor. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Chargor to enforce any such debts or claims (collectively called the "debts") This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Chargor which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below</p> <p>(v) Any credit balance on any account of the Chargor with the Bank</p> <p>(v1) Any credit balance on any account of the Chargor with any bank (other than the Bank) or other person</p> <p>(v11) All goodwill and uncalled capital for the time being of the Chargor</p> <p>(v111) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Chargor) In addition,</p> <p>(a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Chargor,</p>	<p>continued/ . . .</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

#### Security given over the Chargor's Assets (continued)

- (c)
  - (v111)
    - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the second schedule of the Deed, collectively called, the "securities")
  - (1x) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Chargor (together with any of the same mentioned in the second schedule of the Deed, collectively called the "intellectual property")
  - (x) All policies of life insurance or assurance and all rights and claims to which the Chargor is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in clause 8(a) of the Deed).
  - (x1) All rights and other property to which the Chargor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
  - (x11) The benefit of all agreements for the provision by the Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Chargor.
  - (x111) The proceeds of sale of any property mentioned above
- (d) By way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Deed and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

continued/...

**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	<p><b>Security given over the Chargor's Assets (continued)</b></p> <p>The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the "charged property" The property referred to in paragraphs (a) (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of clause 2 below) is collectively called the "fixed charged property"</p> <p><b>Bank's ability to convert Floating Charge</b></p> <p>2. The Bank may, by notice in writing to the Chargor, convert the floating charge created by clause 1(d) above into a fixed charge in respect of such of the property of the Chargor as may be specified in such notice. It may do so,</p> <p>(1) if on the happening of any of the events mentioned in clause 4 below, or</p> <p>(11) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy</p> <p>In either event, the ability of the Chargor to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing</p> <p><b>Restrictions on Chargor</b></p> <p>3 The Chargor shall not, except with the prior written consent of the Bank:-</p> <p>(a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Deed, the Rent Deposit Deed and the mortgages or matters (if any) mentioned in Part 2 of the first schedule of the Deed, or</p> <p>(b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Chargor (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Chargor or for any purpose other than in connection with the business of the Chargor; or</p> <p>(c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Deed, or</p> <p style="text-align: right;">continued/.....</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><b>Restrictions on Chargor (continued)</b></p> <p>(d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Chargor's business and for the purpose of carrying on the same) any part of, the remainder of the charged property</p> <p><b>When the Deed becomes enforceable</b></p> <p>4 The Deed shall become enforceable -</p> <p>(a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be); or</p> <p>(b) if the Chargor is in breach of any of the obligations under the Deed, or</p> <p>(c) if the Chargor shall enter into any composition or arrangement for the benefit of its creditors, or</p> <p>(d) if any step is taken for the administration or winding up of the Chargor (which includes, without limitation, in each case, the board of directors or the Chargor in general meeting, passing a resolution for the same) except where, in the case of winding up, the Bank has consented in writing for the purpose of reconstruction or amalgamation; or</p> <p>(e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Chargor shall seek to enforce his security in respect of, all or any of the charged property or any other event shall happen which puts in jeopardy all or any part of the security created by the Deed; or</p> <p>(f) if the Bank, in its reasonable discretion, considers that any claim may be made against the Bank under any bond, guarantee, indemnity or other contingent liability issued or entered into for any liabilities of the Chargor, or</p> <p>(g) if any other event shall occur which has been agreed by the Chargor and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.</p> <p>If any of the above should occur -</p> <p>(1) the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank free from the restrictions contained in Sections 103 and 109 of that Act, and</p> <p style="text-align: right;">continued/....</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><b>When the Deed becomes enforceable (continued)</b></p> <p>(11) the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases (conferred by Sections 99 and 100 of the Law of Property Act 1925) shall immediately become exercisable</p> <p>These powers are available to the Bank whether or not the Bank shall then be in possession of all or any part of the charged property. The Bank may grant a lease at a premium and for any length of term and, generally, without the necessity for the Bank to comply with any restrictions imposed by, or other provisions of, the sections and legislation mentioned above (and so that for the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "mortgagor" shall include any person deriving title under the Chargor and sub-sections 99 (18) and 100 (12) shall not apply)</p> <p><b>Appointment of Administrator or Receiver</b></p> <p>5. (a) The floating charge created by the Deed is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 248 of and schedule 16 to the Enterprise Act 2002)</p> <p>(b) At any time after having been requested to do so by the Chargor, or after the Deed has become enforceable (and whether or not any of the events mentioned in clause 4 are continuing), the Bank may appoint by deed or by writing under the hand of a duly authorised officer of the Bank, or otherwise, any one or more persons to be administrator ("Administrator") or receiver ("Receiver"). These expressions shall, where necessary, include any person substituted as Administrator or Receiver of all or any part of the charged property. The Bank may similarly appoint a Receiver at any time after having being requested to do so by the Chargor.</p> <p>(c) The Bank may (so far as it is lawfully able to do so) from time to time by deed or by writing under the hand of a duly authorised officer of the Bank, or otherwise, remove any person appointed to be Administrator or Receiver and may in a similar way appoint another in his place.</p> <p>(d) If at any time two or more persons shall hold office as Administrator or Receiver of the same property, each one of them shall be separately entitled (subject to any contrary direction in the appointment) to exercise all the powers, authorities and discretions conferred on them</p> <p style="text-align: right;">continued/ ...</p>	

# MG01 - continuation page

## 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><b>Appointment of Administrator or Receiver (continued)</b></p> <p>(e) The power to appoint a Receiver shall be in addition to all statutory and other powers of the Bank under the Insolvency Act 1986 and the Law of Property Act 1925.</p> <p>(f) The power to appoint an Administrator or Receiver shall be and remain exercisable by the Bank even though there may be a prior appointment in respect of all or any part of the charged property</p> <p>6. (a) The Bank shall not, nor shall the Administrator or Receiver, be liable to account as mortgagee in possession in respect of all or any of the charged property nor be liable for any loss upon realisation or for any neglect or default (unless wilful) of any nature whatsoever in connection with all or any of the charged property for which a mortgagee in possession might as such be liable.</p> <p>(b) All reasonable costs, charges and expenses properly incurred by the Bank or the Administrator or Receiver (including its internal management and administration costs and the costs of any proceedings in relation to the Deed or the Debt) shall be paid by the Chargor.</p> <p>7. The Administrator or Receiver shall be the agent of the Chargor and the Chargor shall be responsible for his acts and remuneration as well as for any defaults committed by him.</p> <p><b>Power of Attorney</b></p> <p>8 (a) The Chargor irrevocably, and by way of security, appoints the Bank, any Receiver, and any Administrator appointed by the Bank and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Chargor. Any attorney is authorised by the Chargor to do all things which the Chargor may be required to do under the Deed This includes (without limitation) that which the Bank, the Receiver or the Administrator (or any such delegate) may</p> <p>(1) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by the Deed; or</p> <p>(11) the exercise of any of the powers authorities and discretions conferred under it</p> <p style="text-align: right;">continued/ ...</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="308 367 1034 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="308 421 775 450"><b>Power of Attorney (continued)</b></p> <p data-bbox="395 479 1501 645">(b) The Chargor ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney. This power of attorney is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971</p> <p data-bbox="308 674 1177 703"><b>Bank's powers to deal with Accounts and Money Received</b></p> <p data-bbox="308 732 1501 808">9 (a) If the Bank receives notice of any subsequent charge or other interest affecting all or any of the charged property, the Bank may open a new account or accounts for the Chargor in its books.</p> <p data-bbox="395 837 1501 1106">(b) If the Bank does not do so, it shall be regarded as having done so unless the Bank gives express written notice to the contrary to the Chargor. Notwithstanding any appropriation by the Chargor to the contrary, as from the time of receipt of such notice, all payments made by the Chargor to the Bank (other than those dealt with under clause 8(n) of the Deed) shall be treated as having been credited to a new account of the Chargor. Such payments will not be applied in reduction of the amount due, owing or incurred from the Chargor to the Bank at the time when it received the notice</p> <p data-bbox="308 1135 1501 1240">10. (a) All monies received, recovered or realised by the Bank under the Deed (including the proceeds of any conversion under clause 30 of the Deed) may, in the reasonable discretion of the Bank, be credited to any suspense or impersonal account.</p> <p data-bbox="395 1270 1501 1404">(b) They may be held in such account for so long as the Bank may think fit pending the application from time to time of such monies and all accrued interest (at the rate, if any, agreed in writing between the Chargor and the Bank from time to time) in or towards the discharge of the Debt</p> <p data-bbox="308 1433 1501 1509">11. The Chargor waives any right of set-off it may have now, or at any time in the future, in respect of the Debt (including sums payable by the Chargor under the Deed)</p> <p data-bbox="308 1538 687 1568"><b>Bank's Right of Set Off</b></p> <p data-bbox="308 1597 1501 1673">12. In addition to all rights of set-off conferred by law, the Bank may set-off any money standing from time to time to the credit of any account the Chargor has with the Bank against the Debt.</p> <p data-bbox="308 1702 746 1731"><b>"Bank"</b> means HSBC Bank Plc.</p> <p data-bbox="308 1760 1501 1845"><b>"Rent Deposit Deed"</b> means the rent deposit deed dated 18 March 2010 and made between Tiger Guildford Limited and the Chargor relating to a lease of premises at Woodbridge Road, Guildford, Surrey</p>	



04

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

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

**COMPANY NO. 5659669  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 DECEMBER  
2010 AND CREATED BY THE GYM LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 3 DECEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER  
2010**



*Companies House*  
— for the record —



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