

102325/B

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge


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

THURSDAY



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24/02/2011

COMPANIES HOUSE

34

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 d1 d8 m0 m2 y2 y0 y1 y1

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 Mortgage of Key-man Life Policy made between (1) The Gym Limited in
favour of (2) HSBC Bank plc (the "Bank"), dated 18 February 2011 (the
"Deed")

4 Amount secured

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

Amount secured The Deed is continuing security for the whole and
each and every part of the following debt (the
"Debt")

The Debt is 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

This includes, but is not limited to

(a) overdrafts, personal and other loans or
facilities and further advances of money,

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 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

Definitions

"Policy" means the life policy in respect of John Robert Treharne dated 11 February 2011 issued by AEGON with policy number L0199106943 with a sum assured to the value of £1,000,000 and any other policy(ies) required to be effected by the Deed together with the rights and benefits accrued or accruing under these policies, and

"Mortgage" means the Deed

Transfer of the benefit of the Policy to the Bank

- 1 (a) With full title guarantee, the Chargor, and if there is more than one Chargor, each Chargor, assign and charge the Policy together with the Chargor's beneficial interest in it absolutely to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)
- (b) If the Debt and the Chargor's other liabilities under the Mortgage are unconditionally and irrevocably paid or discharged and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Chargor, the Bank will at the Chargor's request re-assign and release the Policy to the Chargor or as the Chargor may direct

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 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 DUA PIPER UK LLP X

23 FEBRUARY 2011

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 Pamanjit Kahlon

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

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 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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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) guarantees and indemnities to the Bank and any of the Chargor's other contingent liabilities;</p> <p>(c) discount, commission and other lawful charges and expenses,</p> <p>(d) interest in accordance with any agreement between the Chargor and the Bank and, if there is no agreement, interest on any money and liabilities due from the Chargor at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement;</p> <p>(e) money agreed to be paid by the Chargor under clause 22 of the Deed</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>The Chargor is able to assign the Policy</p> <p>2 The Chargor agrees that</p> <ul style="list-style-type: none"> (a) the Chargor is the beneficial owner of the Policy and has the right to assign and charge it; (b) the Policy is free from any charge or encumbrance of any kind and all payments due under it are paid up to date, (c) that nothing has occurred to prevent the Bank from receiving the full benefit of the Policy or which has caused, or might cause, the Policy to become voidable or void. <p>Safeguarding the Bank's Security</p> <p>3. (a) The Chargor must not, without the Bank's written consent</p> <ul style="list-style-type: none"> (1) in any way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest in the Policy, (11) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Policy <p>(b) The Chargor must do everything in its power to prevent any person from becoming entitled to claim any interest in the Policy</p> <p>(c) The Chargor must do everything necessary to help the Bank to</p> <ul style="list-style-type: none"> (1) confirm or protect its interest in the Policy, and (11) exercise any of its rights under the Mortgage <p>This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Mortgage has become enforceable</p> <p>When the Mortgage becomes enforceable</p> <p>4. The Chargor agrees that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed otherwise.</p> <p>5 The Mortgage shall become enforceable if</p> <ul style="list-style-type: none"> (a) the Debt, or any part of it, is not paid or discharged when due; <p style="text-align: right;">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>5</p> <p>(b) the Chargor is in breach of any of its obligations under the Mortgage;</p> <p>(c) the Chargor, or if there is more than one, any Chargor, enter into any composition or arrangement with creditors or are made bankrupt, or any step is taken for administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against the Chargor, or any Chargor;</p> <p>(d) anyone seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Policy or if anything else happens which might adversely affect the security given by the Mortgage, or</p> <p>(e) any other event occurs that makes the Mortgage (or any other security for the Debt) enforceable or the Debt becomes due,</p> <p>and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the power of sale conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Policy free from the restrictions contained in sections 103 and 109 of that Act</p> <p>6. The Bank may, at any time after the power of sale has arisen, realise the Policy whether by surrender to the insurer of the Policy, by conversion of the Policy into a paid up policy, by sale or assignment of the Policy to any person or by any other method of realisation the Bank considers appropriate</p> <p>Power of Attorney</p> <p>7 The Chargor, and if there are more than one of Chargor, each Chargor, irrevocably appoint the Bank as the Chargor's attorney and in the Chargor's name and on the Chargor's behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank may think fit:</p> <p>(a) in the exercise of any powers or in respect of any of the Chargor's obligations under the Mortgage, and</p> <p>(b) (1) in the making of any payments (whether by way of payment of premiums or other money payable under the Policy or otherwise);</p> <p>(11) in effecting a replacement policy;</p>	

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

- 7.
- (b)
- (111) in doing other things or bringing, settling or defending any proceedings in the Chargor's name and at the Chargor's expense
- 8 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.
- The Bank's Additional Rights and Powers**
- 9 The Bank may, until the Mortgage is re-assigned and released, claim and receive any bonus or benefit accruing in respect of the Policy and exercise any options or other rights attaching to the Policy
- 10 If someone else has a prior interest in the Policy, the Bank may, at any time, buy out the interest or have it transferred to the Bank. The Chargor will be fully bound by the transaction.
- 11 If at any time the Chargor fails to comply with any of the Chargor's obligations under the Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy this failure, including the payment of any premium and performing or obtaining compliance with the obligation
- Waiver of set-off**
- 12 The Chargor waives any right of set-off the Chargor may have now, or at any time in the future, in respect of the Debt



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. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE OF KEY-MAN LIFE
POLICY DATED 18 FEBRUARY 2011 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
24 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2011**

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Companies House
— for the record —



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