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

SATURDAY



AB2C2NBZ

A24

11/09/2010

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COMPANIES HOUSE

1

Company details

Company number 06701137

Company name in full Bridge Leisure Management 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 *

2

Date of creation of charge

Date of creation 06/09/2010

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 "Charge")

4

Amount secured

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

Amount secured

4.1

All sums of money which the Company may now or at any time in the
future owe to Clydesdale Bank PLC (trading as Yorkshire Bank) (the
"Bank"), and all liabilities which the Company may now or at any time in
the future owe to the Bank

4.2

The sums of money and liabilities referred to above shall include

- * sums and liabilities due or owing by the Company alone and/or jointly
with any other person,
- * sums and liabilities owed as guarantor, indemnifier or security giver for
any other person,
- * sums and liabilities which may or may not become payable depending
on the outcome of future events, including any sums and liabilities which
would become payable on demand by the Bank,
- * sums and liabilities owed by the Company to another person, the rights
to which have been transferred to the Bank, and
- * sums and liabilities owed on the Company's current or any other
accounts,

together with all interest costs expenses and banking charges

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	Clydesdale Bank PLC (Company Number SC001111)	
Address	30 St Vincent Place	
	Glasgow	
Postcode	G 1 2 H L	
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	<p>6 1 By way of fixed charge</p> <p>(6 1 1) all (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Charge together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property,</p> <p>(6 1 2) all (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements,</p> <p>(6 1 3) the "Debts" being the book and other debts now and from time to time due or owing to the Company other than (a) any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Charge, (b) any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank, and (c) all sums of money standing to the credit of the Company on any account with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in the Charge (the "Bank Debts"),</p> <p>(6 1 4) the Bank Debts,</p> <p>(6 1 5) the goodwill and any uncalled capital of the Company both now and at any time in the future,</p> <p>(6 1 6) all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person now and at any time in the future together with all related dividends and other rights,</p> <p>(6 1 7) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company now and in the future,</p> <p>6 2 By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever now and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraph 6 1 above (but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraph 6 1 above)</p> <p>Please see attached continuation sheet</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

6 3 NEGATIVE PLEDGE

The Company will not

(6 3 1) without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5 1 12 of the Charge, or

(6 3 2) dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts, or

(6 3 3) create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets

6 4 NOTE

The Charge gives the Bank the power to appoint an administrator and/or a receiver

The Charge contains a power of attorney

6 5 DEFINITIONS

"Encumbrance"

any mortgage charge, pledge, lien, standard security assignment by way of security or other security interest of any kind

"Charged Assets"

all the property, assets and rights of the Company described or referred to in paragraphs 6 1 and 6 2 (inclusive) above, and any part or parts of such property, assets and rights

-END-

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<div>7</div>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
<div>8</div>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<div>9</div> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Walter Morris</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Presenter information	Important information
<p>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.</p>	<p>Please note that all information on this form will appear on the public record.</p>
<p>Contact name Eleanor Powell EGP/YOR 38 23</p>	<p>How to pay</p>
<p>Company name Walker Morris Solicitors</p>	<p>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'</p>
<p>Address Kings Court</p>	<p>Where to send</p>
<p>12 King Street</p>	<p>You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.</p>
<p>Post town Leeds</p>	<p>For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff</p>
<p>County/Region West Yorkshire</p>	<p>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)</p>
<p>Postcode L S 1 2 H L</p>	<p>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</p>
<p>Country England</p>	<p>Further information</p>
<p>DX DX12051 Leeds 24</p>	<p>For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk</p>
<p>Telephone 0113 2832500</p>	<p>This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk</p>
<p><input checked="" type="checkbox"/> Certificate</p>	
<p>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</p>	
<p><input checked="" type="checkbox"/> Checklist</p>	
<p>We may return forms completed incorrectly or with information missing</p>	
<p>Please make sure you have remembered the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included the original deed with this form <input type="checkbox"/> You have entered the date the charge was created <input type="checkbox"/> You have supplied the description of the instrument <input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input type="checkbox"/> You have signed the form <input type="checkbox"/> You have enclosed the correct fee 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6701137
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6
SEPTEMBER 2010 AND CREATED BY BRIDGE LEISURE
MANAGEMENT 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 25 OF THE
COMPANIES ACT 2006 ON THE 11 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES