

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

FRIDAY



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20/07/2012

#115

COMPANIES HOUSE

1

Company details

Company number

0 8 1 3 9 1 7 0

Company name in full

Leisure Efficiency III Limited (the "Company")

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 m7 y2 y0 y1 y2

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

4

Amount secured

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

Amount secured

All monies and liabilities (whether present or future, actual or
contingent) at the date of the Debenture or at any time or times
thereafter due or owing or incurred by the Company (whether as
principal or surety) to any one or more of the Security Trustee
and/or the Other Investors pursuant to or in connection with the
Investors' Loans in the terms set out in the Investment
Agreement, or any Subsequent Loan Agreement (the "Secured
Liabilities")

(Continued)

Continuation page

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Definitions</u></p> <p>"the Investment Agreement" shall mean the investment agreement dated the same date as the Debenture and made between the Company (1), the Director (as defined therein) (2), Foresight VCT plc (3), Foresight 4 VCT plc (4) and Jenson Partners LLP (5), as may be adhered to and amended from time to time,</p> <p>"the Other Investors" shall mean the parties set out in the Schedule of the Debenture, and</p> <p>"the Subsequent Loan Agreement" shall mean any subsequent loan(s) advanced pursuant to any agreement which may be entered into by the Company, any one or more of the security Trustee and/or the Other Investors after the date of the Debenture</p>	

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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 Foresight VCT plc

Address ECA Court, 24-26 South Park, Sevenoaks, Kent (for itself and as trustee on behalf of the Other Investors (the "Security Trustee"))

Postcode T N 1 3 1 D U

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>1 The Company with full title guarantee charged to the Security Trustee with the payment and discharge of the Secured Liabilities</p> <p>1 1 by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof,</p> <p>1 2 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend,</p> <p>1 3 by way of fixed charge all book debts and other debts both present and future due or owing to the Company,</p> <p>1 4 by way of fixed charge all the goodwill and uncalled capital of the Company both present and future,</p> <p>1 5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company, and</p> <p>1 6 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of 1 1 - 1 5</p> <p>2 The charges created are a continuing security</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	3	The Company shall not without previous written consent of the Security Trustee
	3 1	sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, assign, licence, sub-licence, discount, factor or otherwise dispose of the fixed charged property or any part thereof,
	3 2	sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business,
	3 3	create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges hereby created other than any fixed mortgage charge or other security upon any part of the fixed charge property in favour of the Bank, or
	3 4	allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business
<u>Definitions</u> <p> "book debts" shall mean all debts due to the Company (including without limitation, rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include </p> <p> (i) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all monies becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration under Sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the monies hereby secured shall have become payable, and </p> <p> (ii) all monies becoming payable to the Company in respect of book debts under or by virtue of any policy of insurance taken out by the Company against non-payment of book debts, </p> <p> "the charged property" shall mean all the property assets and rights charged under the Debenture, </p> <p> "costs" shall (without prejudice to the generality of that expression) extend so as to include all costs incurred by the Security Trustee in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act 1986 and all costs incurred by the Security Trustee in connection with the discharge and release of this Debenture and the security constituted hereunder, </p> <p> "the fixed charged property" shall mean together all the property assets and rights charged under clauses 4 1 1 to 4 1 5 inclusive of the Debenture and set out in paragraphs 1 1 - 1 5 above in these short particulars, </p> <p> "the floating charged property" shall mean all the property assets and rights charged under clause 4 1 6 of the Debenture and set out in paragraph 1 6 above in these short particulars, </p> <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

"intellectual property rights" shall mean all rights in patents, patent applications, inventions, trade marks, trade mark applications, service marks, trade names, registered designs, copyrights, know-how, confidential information trade secrets and any other intellectual property rights, and

"the legally charged property" shall mean any freehold or leasehold property of the Company which from time to time is and continues to be charged by way of legal mortgage in favour of the Security Trustee and the Other Investors

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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 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



for and on behalf of SGH Martineau LLP

X

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

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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 Peter Mayhew

Company name SGH Martineau LLP

Address 1 Colmore Square

Post town Birmingham

County/Region West Midlands

Postcode B 4 6 A A

Country England

DX 721090 Birmingham 43

Telephone 0870 763 2000



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

DX.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8139170
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JULY 2012
AND CREATED BY LEISURE EFFICIENCY III LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY ONE OR MORE OF FORESIGHT VCT PLC
AND/OR/THE OTHER INVESTORS 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 20 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2012



Companies House
— for the record —



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