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\* 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

7

03966166

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)

Debenture (the "Charge")

Amount secured by the mortgage or charge

The Company 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 in writing between the Company and the Bank,

Please see attached continuation sheet

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

Clydebank 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  
REF PP/LD/LI/CLY032 0047

Time critical reference

For official use (02/2006)  
Mortgage Section

FRIDAY



A27 21/09/2007 661  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheet

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legibly, preferably  
in black type or  
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*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] †

† 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

i) 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 charged assets and/or charged debts 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 or charge 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 charged assets and/or charged debts

ii) 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 Mortgagor with full title guarantee hereby charges in favour of the Bank as a continuing security for the amount secured by the mortgage or charge -

1 by way of legal mortgage -

1 1 all the freehold or leasehold property specified in the Schedule,

1 2 all other freehold and leasehold property now vested in the Company

2 by way of first fixed charge -

2 1 all freehold and leasehold property hereafter acquired by the Company,

2 2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Company,

2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Company,

2 4 all shares stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities,

2 5 all rights and interest of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company,

2 6 all uncalled capital and goodwill for the time being of the Company,

2 7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and all present or future agreements relating to the use by the Company of any intellectual property rights and all present or future agreements under which the Company is entitled to the payment of any royalty fee or similar income, and

2 8 the charged debts

3 by way of floating charge all the property assets and undertaking of the Company both present and future not subject to a fixed charge hereunder including (without limitation)

any immoveable property of the Company situated in Scotland and any other charged assets situated in Scotland falling within the type mentioned in Clause 2 above

- 4 The Bank may at any time and from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a receiver thereof in accordance with the provisions of this Charge. This provision shall not preclude the floating charge from becoming fixed in any of the events in which under this Charge or under the general law it would do so
- 5 This paragraph 4 does not apply to any charged assets situated in Scotland, Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge
- 6 The Company will not without the prior written consent of the Bank:
  - 6 1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the charged debts, or
  - 6 2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the charged assets; or
  - 6 3 part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the charged assets,
  - 6 4 get in and realise the charged debts in the ordinary course of its business (which shall not include or extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the charged debts upon trust for the Bank (until payment to the special account as hereinafter provided),
  - 6 5 pay the proceeds of such getting in and realisation of the charged debts into such separate and denominated account with the Bank as the Bank may require,
  - 6 6 not be entitled to withdraw from the special account all or any monies standing to the credit thereof except with the prior consent of the Bank,

- 6 7 if called upon so to do by the Bank execute a legal assignment of the charged debts to the Bank in such terms as the Bank may require and give such notice thereof to the debtors from whom the charged debts are due owing or incurred and take any such other steps as the Bank may require to perfect such legal assignment,
- 6 8 not without the prior written consent of the Bank release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the charged Debts except as expressly provided for herein,
- 7 The Bank may at any time and from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any property assets and/or undertaking specified in the notice and the Bank may thereafter appoint a Receiver thereof in accordance with the provisions of this Charge This provision shall not preclude the floating charge from becoming fixed in any of the events in which under this Charge or under the general law it would do so
- 8 This Charge shall not be considered as satisfied or discharged by any intermediate payment of part of the amount secured by the mortgage or charge but shall constitute and be a continuing security to the Bank and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any rights or remedies to which the Bank is by law entitled or any other securities which the Bank may at any time hold for the amount secured by the mortgage or charge or any right or remedy of the Bank thereunder and in particular it shall not be necessary for the Bank to resort to or seek to enforce any security or personal guarantee or liability of any other person firm or company

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## 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 DEBENTURE 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. Lee*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES