

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



05320230

Name of company

* Claymoss Limited ("the Borrower")

Date of creation of the charge

1 April 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture ("the Debenture")

Amount secured by the mortgage or charge

The Borrower shall, on demand, pay to Claymoss Leisure Limited ("the Lender") and discharge:

(1) all sums due to the Lender by the Borrower, including, but not limited to all sums advanced pursuant to the loan agreement dated on or about hereof and made between the Borrower and the Lender for the provision of £900,000.00 made available by the Lender to the Borrower ("the Loan Agreement") now or in the future howsoever arising; and

(2) all costs, charges and expenses however incurred by the Lender in relation to the Debenture on a full indemnity basis together with interest as provided in the Debenture or the Loan Agreement;

("the Secured Liabilities"), when they become due.

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

Claymoss Leisure Limited (03883183) 5 Ridge House, Ridge House Drive, Stoke on Trent

Postcode ST1 5SJ

Presentor's name address and reference (if any):

Cobbetts LLP

1 Colmore Square, Birmingham,
B4 6AJ

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A11

ASTFC8V2

09/04/2009

COMPANIES HOUSE

318

Short particulars of all the property mortgaged or charged

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Please complete legibly, preferably in black type, or bold block lettering

1 As continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

1.1 charges to the Lender, by way of first legal mortgage, all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest ("**the Properties**"), of the Borrower including but not limited to those Properties listed in Schedule 6 of the Debenture.

1.2 charges to the Lender, by way of first fixed charge:

1.2.1 all Properties acquired by the Borrower in the future;

1.2.2 all present and future interests of the Borrower not effectively mortgaged or charged under the provisions of paragraph 1 in, or over, freehold or leasehold property;


1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties (continued);

Particulars as to commission allowance or discount (note 3)

Nil

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

 COLLETS CLP

Date

8/4/09

On behalf of ~~XXXXXX XXXXXX~~ (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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company Number

05320230

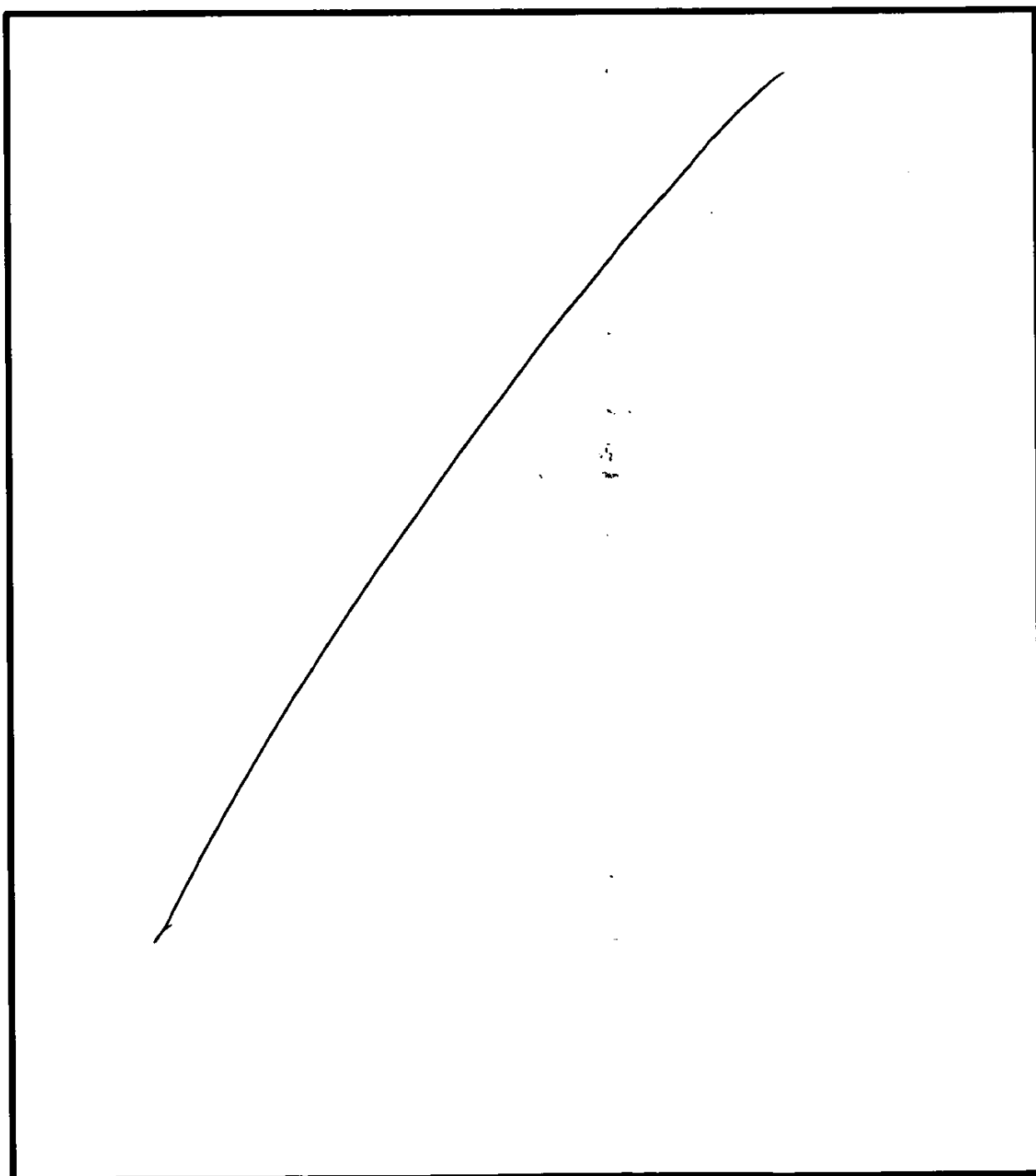
Name of Company

Claymoss Limited

~~XXXXX~~

* delete if
inappropriate

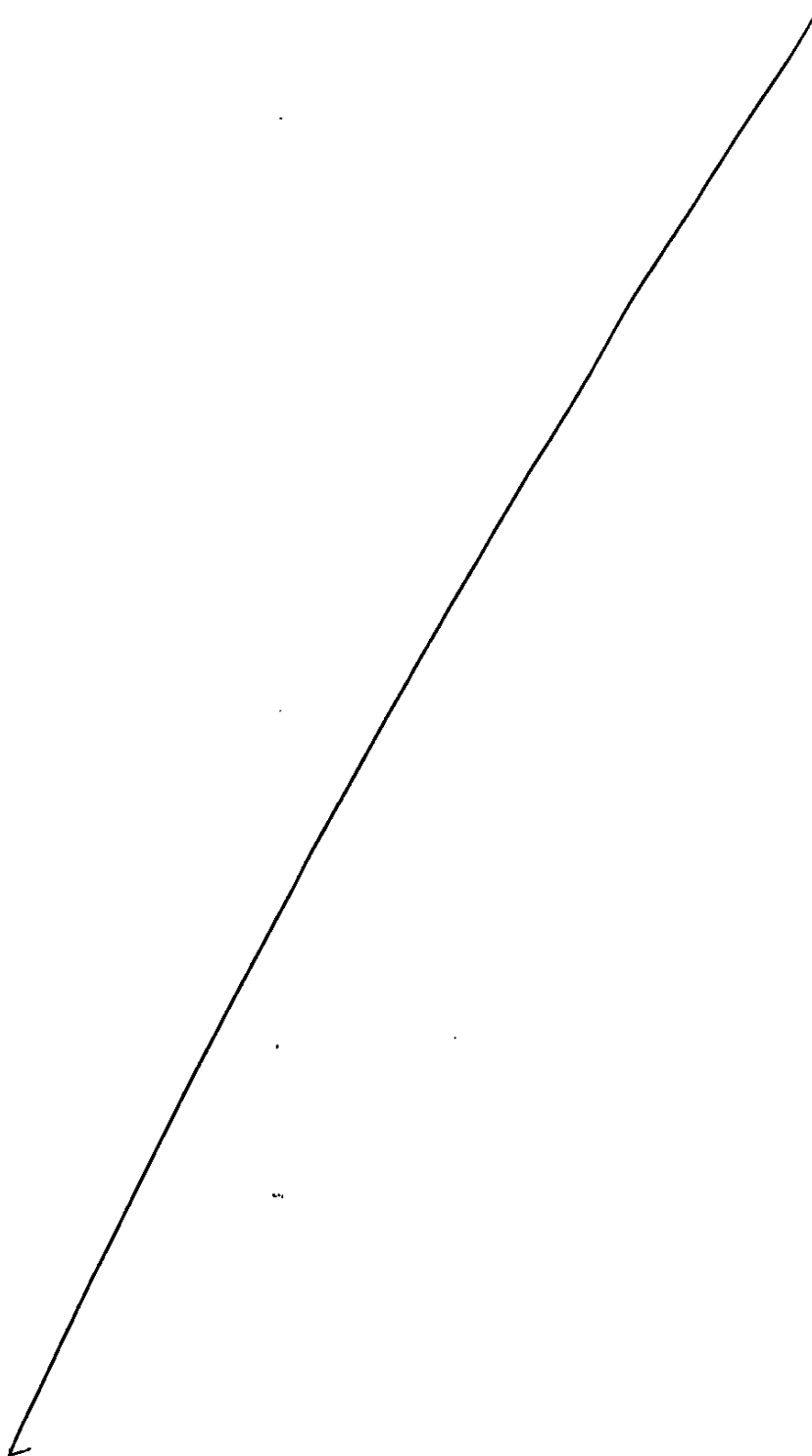
Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



Amount due or owing on the mortgage or charge (continued)

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- 1.2.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any of all of the assets, property and undertakings for the time being subject to the security interests created by the Debenture ("**Charged Property**") and all rights in connection with them;
- 1.2.5 all present and future goodwill and uncalled capital for the time being of the Borrower;
- 1.2.6 all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions ("**the Equipment**");
- 1.2.7 all the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights ("**Intellectual Property**");
- 1.2.8 all the present and future book and other debts and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them ("**Book Debts**");
- 1.2.9 all the present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time ("**Investments**"); and
- 1.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including any account nominated by the Lender as a designated account for the purposes of the Debenture ("**Designated Account**").
- 1.3 assigns to the Lender, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment); and
- 1.4 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1.1 and 1.2 above inclusive.

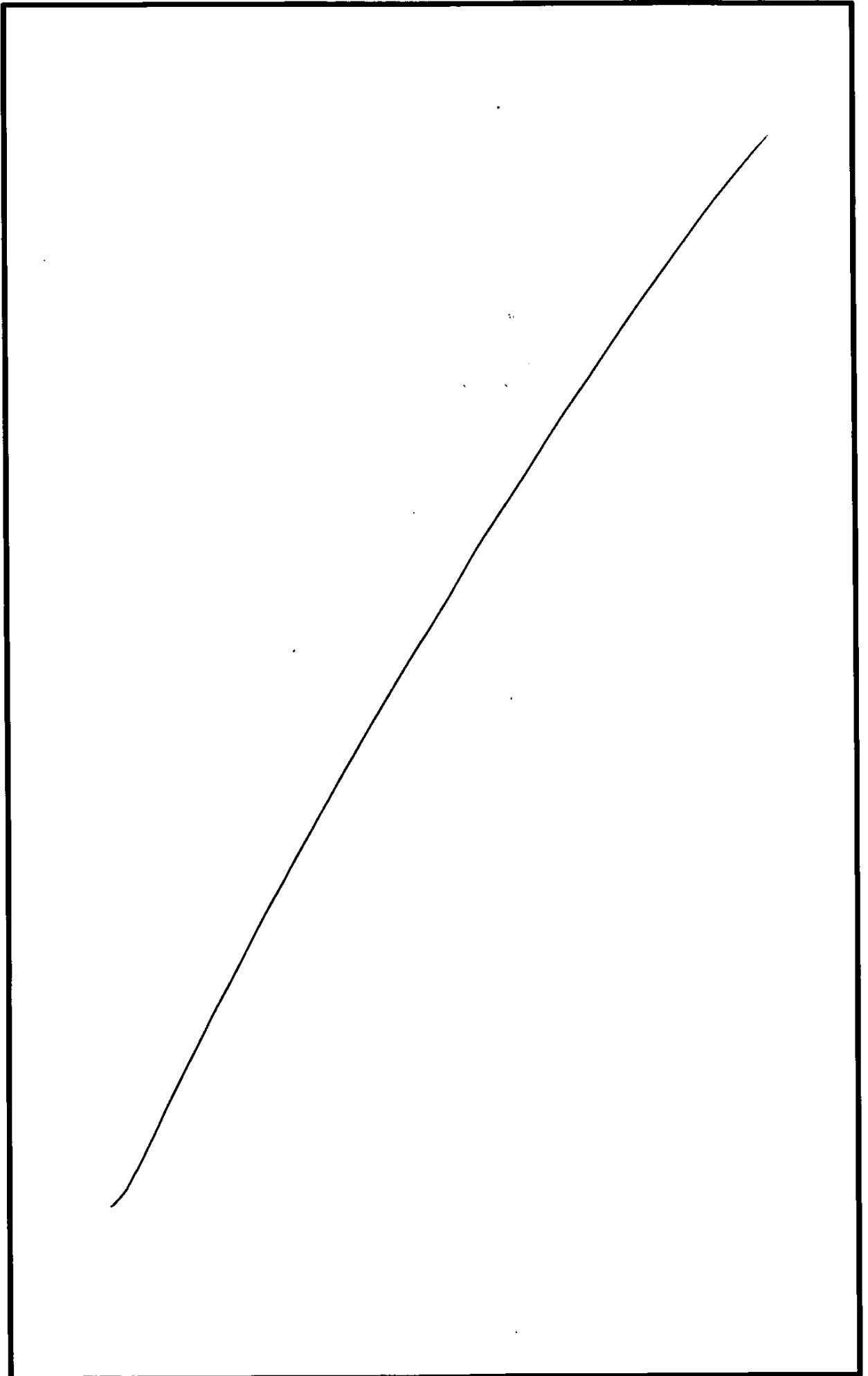
The Debenture also contains the following Negative Pledge Clause:

- 2 The Borrower shall not at any time, except with the prior written consent of the Lender:
 - 2.1 create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect ("**Encumbrance**") other than a permitted Encumbrance on, or in relation to, the Charged Property other than the Debenture; or
 - 2.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or
 - 2.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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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. 5320230
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 APRIL 2009
AND CREATED BY CLAYMOSS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CLAYMOSS LEISURE LIMITED UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 9 APRIL 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2009



Companies House
— for the record —



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