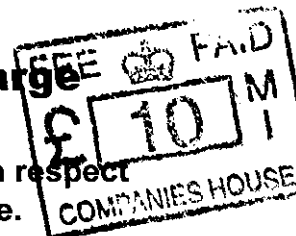


M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

Pursuant to section 395 of the Companies Act 1985

33 7310 x 31
167765

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

118

331803

Name of company

* ActionLeisure Plc (the "Chargor")

Date of creation of the charge

22 November 2000

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

Composite Guarantee and Debenture (the "Debenture") dated 22 November 2000 between the Chargor and Barclays Bank PLC (as "Bank").

Amount secured by the mortgage or charge

See Part III of the attached Schedule.

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

Barclays Bank PLC
Chatsworth House
68-70 St Mary Axe
London

Postcode EC3A 8BD

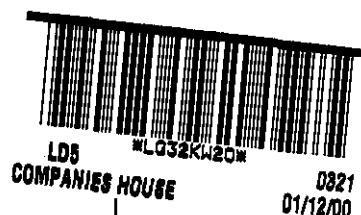
Presentor's name address and
reference (if any):

Lovells
65 Holborn Viaduct
London
EC1A 2DY

A6/TSMRP/759394

Time critical reference

For official Use
Mortgage Section



As specified in Part IV of the attached Schedule.

NB: The attached Schedule contains further covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the Charges created.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lowells

Date

29.11.00

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 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 CF14 3UZ

SCHEDULE TO 395

Part I

Definitions

In this Form 395

"Applicable Laws": all laws (including without limitation Environmental Laws, Planning Laws, the Customs & Excise Management Act 1979 and the Transport Act 1968) so far as the same shall relate to the Charged Property and to the Companies' businesses;

"Book Debts": all book debts on or after the Debenture Date due or owing to the Chargor or in which the is legally or beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without limitation) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights;

"Charged Property": in relation to the Chargor, means the undertaking, assets, properties, revenues, rights and benefits of the Chargor First to Ninthly (inclusive) described in clause 4.1 of the Debenture and references to the Charged Property include references to each and any part of it;

"Claims": in relation to the Chargor, means all rights or claims to which the Chargor is on or after the Debenture Date entitled in relation to the Charged Property and not otherwise charged by way of fixed charge by the presents of the Debenture including without limitation those against all or any manufacturers, suppliers or installers of any fixtures, plant or machinery, tenants, licensees, guarantors or sureties, professional advisors or contractors and any other person, firm or company on or after the Debenture Date under contract with or under a duty to the Chargor or any predecessor in title;

"Companies": the companies named in Part II of this Schedule together with any other company or companies from time to time and such expression includes each or any of them severally and "Company" means one of the Companies;

"Costs": all fees, legal administrative and other costs charges and expenses charged or incurred by the Bank (and irrespective of whether the same may also be recoverable by the Bank from any other of the Companies, any of the Beneficiaries or any other person whatsoever) in connection with the Companies or the presents of the debenture or any Secured Obligations or the Charged Property or any security thereover or the release or proposed release of such security or any other guarantee or security for any Secured Obligations (including without limitation in connection with the preparation, amendment and enforcement or attempted enforcement of any liabilities hereby agreed to be paid or intended to be secured or any mortgage, charge or other security interest created or granted by any of the Companies under or by these presents, or in enforcing or attempting to enforce any claim, right or entitlement or defending any claim in or about the carrying out of its duties as Bank under the presents of the debenture or in connection with any request for or any giving of any consent or waiver in relation to the presents of the debenture) in each case on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to any such enforcement or attempted enforcement

"Current Rate": in the case of any monies and liabilities denominated in:

- (a) sterling, the rate being 2% above the Bank's base rate for the time being in force; or

- (b) any currency or currency unit other than sterling, the rate being 2% above the Bank's cost (as certified by the Bank) from time to time of obtaining the relevant currency or currency unit in respect of any such money or liability,

in each case compounded in accordance with clause 3 of the debenture;

"Debenture Date" means 22 November 2000;

"Deed of Admission" has the meaning given to it by clause 21 of the Debenture;

"Equipment" means in relation to the Chargor, all plant and machinery, fittings and equipment (not in any case being the Chargor's Real Property, or its stock-in-trade or work in progress) on or after the Debenture Date belonging to the Chargor or in which the Chargor is legally, beneficially or otherwise interested whenever situated, and whether or not affixed to any freehold or leasehold property of the Chargor, and all right, title and interest of the Chargor in addition to any other plant, machinery or equipment from time to time hired or leased or acquired by the Chargor from third parties on a hire, instalment or conditional purchase basis or through the exercise of the option to purchase and the right of the Chargor to any refund of rentals or other payout in respect thereof;

"Environmental Laws": all laws (statutory common law or otherwise) regulating the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any such chemicals or substances relating to the same whether relating to health and safety, the workplace, the environment or the provision of energy (including without limitation the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environment Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Clean Air Acts, the Alkali etc Works Regulations Act 1906, the Planning Hazardous Substances Act 1990, the Public Health Acts and the Radioactive Substances Act 1960 and any European Union directives or regulations regulating the same) from time to time in force and any other instrument, plan, regulation, permission, authorisation and direction made or issued thereunder or deriving validity therefrom;

"Goodwill": in relation to the Chargor means its goodwill on or after the Debenture Date (including, without limitation, the benefit of all contracts on or after the Debenture Date for the supply of goods or services to customers or clients of the Chargor);

"Guarantor": means any Company insofar only as it under the Debenture (or by any deed executed or expressed to be executed supplemental hereto) covenants to the Bank to pay or discharge moneys and liabilities due owing or incurred from or by Companies other than itself to the Bank; and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate and independent stipulation contained in clause 2.1.2 and schedule 4 of the Debenture and in any similar provision of the presents of the Debenture;

"Intellectual Property Rights": means:

- (a) on or after the Debenture Date all copyrights, patents, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered in all or any part of the world, in which the Chargor is legally, beneficially or otherwise interested;
- (b) the benefit of any pending applications for the same, and all other benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Chargor or by the Chargor; and

- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Chargor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated;

"Interests in Securities": means the Securities in which the Chargor is legally, beneficially or otherwise interested, and all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, splitting, division, redemption, bonus, preference, option or otherwise to or in respect of any of those Securities including all dividends interest and other income payable in connection therewith

"Other Debts": means all debts, claims, rights and choses in action (other than Book Debts) on or after the Debenture Date of the Chargor or in which the Chargor is legally, beneficially or otherwise interested (and the proceeds thereof) including (without limitation):

- (a) deposits and credit balances held by the Chargor with the Bank or any third party from time to time on or after the Debenture Date (including things in action which give rise or may give rise to a debt or debts) owing to the Chargor (and the proceeds thereof);
- (b) any amounts owing to the Chargor by way of rent, licence fee or service charge by any tenant or licensee (in each case whether on or after the Debenture Date) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Chargor (and, in each case, the proceeds thereof);
- (c) any amounts owing or which may become owing to the Chargor under or by virtue of any building, construction or development contract or by virtue of the Chargor's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);
- (d) all rights, title and interests of the Chargor (and the proceeds of such rights, title and interests) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Chargor has any right, title or interest;
- (e) all rights, title and interest of the Chargor in or under any insurance policy and any proceeds thereof;
- (f) any amounts owing or which may become owing to the Chargor by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings;
- (g) any money and liabilities at any time due owing or incurred by any other Company to the Chargor and the full benefit of any security therefore; and
- (h) the benefit of all rights relating to the property described in paragraphs (a) to (g) of this definition;

"Real Property": means all rights, estates or other interests in the freehold and leasehold property (if any) of the Chargor on or after the Debenture Date and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights titles and interests (whether legal or

equitable) in or over land or the proceeds of sale thereof of whatever description on or after the Debenture Date;

"Secured Obligations":

- (a) all money and liabilities and other sums by the presents of the Debenture covenanted to be paid or to be discharged by the Chargor to the Bank; and
- (b) all other money and liabilities otherwise intended to be secured in favour of the Bank by the presents of the Debenture (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 2, 3, 6, 7, 8, 10, 23, 24 and 25 of the Debenture and Part III of this Schedule and clause 2 of any Deed of Accession);

"Securities": means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which are on or after the Debenture Date owned by the Chargor or in which the Chargor may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member of CREST or any other similar system) including, without limitation:

- (a) loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor on or after the Debenture Date in (and from) any company which on or after the Debenture Date is a Subsidiary of the Chargor;
- (b) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are on or after the Debenture Date lodged by the Chargor or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Chargor for or to the order of the Bank at the request of or by arrangement with the Chargor;
- (c) all property and rights of the Chargor in respect of any account on or after the Debenture Date held by or for the Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation; and
- (d) all rights in respect of or incidental to any of the Securities

"Undertaking": means the undertaking and all property and assets of the Chargor on or after the Debenture Date including (without limitation) heritable property and all other property and assets in Scotland and (if and in so far only as the charges thereon or on any part or parts thereof created by the presents of the Debenture shall for any reason be ineffective as fixed charges) the Charged Property First to Eighthly described in clause 4.1 of the Debenture (or in clause 2.2 of any Deed of Admission);

Part II

The Charging Companies

Name	Company Number
Actionleisure Plc	331803
Caverdale Securities Limited	1667811
Caverdale Rentals Limited	2793315
X.M. Group Limited	1307477
X.M. Yachting Limited	2186185
Shoreline (Yachtsmen) Limited	1085996
Speed Marine Holdings Limited	1291086
Pumpkin Marine & Leisure Limited	01949183
Crabtree Sports & Leisure Limited	942597
M&P Motorcycle Accessories Limited	1951216
Motorcycle Parts Supply Limited	2608469
Rock Merchenting Limited	644831
Express Marine Services Limited	2877057
Navyclose Limited	2129809
Bristol Yacht Centre Limited	2112533
Captain O.M. Watts of London Limited	3479266
Telesonic Marine Limited	2649271
The Midland Motorcycle Centre Limited	1884869
Marinac Yacht Fittings Limited	SC053654
Scotbike Limited	SC079933
On Two Wheels Distribution Limited	01974877
PH Allin Motorcycles Limited	01709082
Mr Fast'ner Limited	02331249
XM-S Limited	02578293
Rock Cryogenic Systems Limited	0527635
Highplan Limited	01500796
Fourth Quarter Limited	01082376
Fourth Quarter Holdings Limited	01082441
Acorn Leisure (UK) Limited	03197696
Caverdale Limited	02619434
The London Yacht Centre Limited	02926760
Nautical World Limited	03435331
Ducati (London) Limited	03559357

Part III

Amount secured by Mortgage or Charge

Subject to clause 2.4 of the Debenture, all moneys and liabilities due owing or incurred to the Bank by, the Chargor and by each other Company (except as Guarantor the Chargor) on or after the Debenture Date whether actual or contingent whether as principal or surety including without limitation all liabilities under or in connection with any overdraft or other loan facilities or in connection with acceptances discounting or otherwise or under guarantees indemnities documentary or other credits or any other instruments whatsoever from time to time assumed or

given by the Bank or at the request of the Chargor together with interest, all commission and other banking charges and all Costs together in every case with interest at the Current Rate, payable in accordance with clause 3 of the Debenture unless agreed otherwise by the Chargor and the Bank.

Part IV

Particulars of Property Mortgaged or Charged

By clause 4.1 of the Debenture the Chargor with full title guarantee (or, in the case where another Company is the owner with full title guarantee thereof, at the direction of that Company as owner with full title guarantee) charged to the Bank with the payment of the Secured Obligations and so that the charges created by the Debenture be a continuing security:

- FIRST: All Real Property.
- SECONDLY: All Book Debts.
- THIRDLY: All Other Debts.
- FOURTHLY: All Interests in Securities.
- FIFTHLY: All Intellectual Property Rights.
- SIXTHLY: All Goodwill.
- SEVENTHLY: All Equipment.
- EIGHTHLY: All Claims.
- NINTHLY: All the Undertaking.

The security created by the Debenture shall as regards the Charged Property First to Eighthly (inclusive) described be fixed charges (and as regards all those parts of the Charged Property First described vested on the Debenture Date in the Chargor shall constitute a charge by way of legal mortgage thereon) and as regards all Charged Property Ninthly described shall be a floating charge PROVIDED THAT each mortgage, charge, assignment and any other security interest whatsoever on or after the Debenture Date created or granted in favour of the Bank by any of the Companies, in any way, shall rank in such order of priority as will result in the maximum aggregate amount being recovered under all such mortgages, charges, assignments and other security interests.

Part V

Covenants and Restrictions

1. By clause 4.2 of the Debenture, the Chargor agreed that without prejudice to the security constituted under the Debenture the Bank may at any time (either before or after demand has been made by the Bank for payment of the Secured Obligations) by such a notice as is in the Debenture convert any floating charge under the Debenture with immediate effect into a fixed charge so far as relating to any Charged Property which the Bank shall in a notice in writing to the Chargor owning the same state that it

considers to be in danger of being seized or sold under any form of distress, execution, diligence or other process levied or threatened or to be in jeopardy or to have been made or to be likely to become the subject of an injunction or to have been or to be otherwise attached.

2. By clause 4.3 of the Debenture, the Chargor agreed that if, in breach of clause 10.2.1 of the Debenture, any security comes into existence in favour of a third party in relation to any part of the Charged Property Ninthly described or if any person carries out, or attempts to carry out, any enforcement or process (including any distress, execution, taking of possession, forfeiture or sequestration) against any of the Charged Property Ninthly described, the floating charge over such property shall automatically and instantly convert to, and have effect as, a fixed charge.
3. By clause 4.4 of the Debenture, the Chargor represented and warranted that it is the owner with full title guarantee of the property (if any) referred to opposite its name in Part VI of this Schedule hereto and that Part VI of this Schedule contains a complete list of all freehold and leasehold property in which it has any beneficial interest or right and such property is accurately described in Part VI of this Schedule.
4. By clause 4.5 of the Debenture, the Chargor agreed that to the extent (if at all) that the fixed charge on the Intellectual Property Rights gives the Bank power to do so (but no further or otherwise), the Chargor by which the same has been charged to the Bank by the Debenture is licensed on an exclusive and royalty free basis in any part of the world to use or copy or adapt or reproduce in any form for its own use the Intellectual Property Rights or any part thereof in the ordinary course of its business and to sell, lease, hire or otherwise dispose of articles or products in the ordinary course of its business manufactured or produced using the Intellectual Property Rights or any part thereof provided that this licence:
 - (a) is personal to the Chargor is not capable of being assigned or transferred in whole or in part;
 - (b) may be terminated forthwith by written notice given by the Bank to the Chargor at any time after any demand for payment hereunder or at any time (whether before or after such demand) if the Bank shall in such notice state that it considers the Intellectual Property Rights or any part thereof to be in danger of being seized or sold under any form of distress, execution, diligence or other process levied or threatened or to be in jeopardy or to have been made or to be likely to become the subject of an injunction or to have been or to be otherwise attached; and
 - (c) shall ipso facto terminate upon the discharge of the security hereby created upon the Intellectual Property Rights.
5. By clause 4.6 of the Debenture, the Chargor represented and warranted to the Bank (and so that each representation and warranty shall be deemed to be repeated on each day during the continuance of this security) that, except to the extent disclosed by the Chargor to the Bank in writing:
 - (a) the charge under the Debenture created by it over the Intellectual Property Rights and the licence contained in clause 4.5 of the Debenture do not infringe any intellectual property rights whether registered or unregistered; and
 - (b) there are no circumstances which have led or could lead to a competent authority or a third party taking any action or making a claim under any Environmental Laws (including the requirement to clean up or remedy in any other way any contaminated part of the environment) or which have led or

could lead to the Chargor having to take action to avert the possibility of any such action or claim,

and the Chargor agrees to indemnify the Bank against any loss, damage or expenses which the Bank may suffer or incur as a result of any breach of this warranty.

6. By clause 6.1 of the Debenture, the Chargor agreed that it shall at any time if and when required by the Bank promptly execute in favour of the Bank or as the Bank shall direct such further legal or other assignments, mortgages, charges or any other security and any other document (including any stock transfer form) as the Bank shall reasonably require in respect of all or any of the Charged Property owned by it to secure the Secured Obligations, such assignments, mortgages, charges or securities to be prepared by or on behalf of the Bank at the cost of such Company and to contain all such clauses for the benefit of the Bank as the Bank may reasonably require including (if so required by the Bank) any such clauses as are contained in the Debenture with such modifications as may be appropriate.
7. By clause 6.2 of the Debenture, the Chargor agreed that it shall at any time if and when required by the Bank give notice to debtors of the Chargor and to the other parties to contracts or agreements to which the Chargor is party and which are charged under the presents of the Debenture and to such other persons as the Bank may reasonably require of any security constituted by the presents of the Debenture or any such further assignments, mortgages, charges or security and will take such other steps as the Bank may require to perfect any security constituted by the presents of the Debenture or any of the same.
8. By clause 6.3 of the Debenture, the Chargor agreed that on each occasion that it acquires, or any nominee on the Chargor's behalf acquires, any Real Property the title to which is registered or required to be registered under the Land Registration Act 1925 - 1986, the Chargor shall immediately (and in any event within one month after it becomes the owner thereof), provide the Bank with a description or other particulars in writing of such Real Property (including, without limitation, the title number thereof if it is registered land) and, without prejudice to the generality of clause 6.1 of the Debenture, execute as a deed and deliver to the Bank a legal charge in respect of such property in such form as may be reasonably required by the Bank including (if so required by the Bank) any such clauses as are contained in the Debenture with such modifications as may be appropriate.
9. By clause 10.1 of the Debenture, the Chargor and the other Companies jointly and severally covenanted that during the continuance of this security that unless otherwise agreed in writing by the Bank they will (save as otherwise provided under any relevant agreement in writing between the Bank and the Chargor and in addition to and without prejudice to any obligations, prohibitions and restrictions the Chargor contained in any such agreement):
 - (a) keep all buildings and fixtures hereby charged in a good state of repair and all plant and machinery in good working order and condition;
 - (b) insure and keep insured all their property and effects of every description with reputable insurers and on terms to be approved by the Bank against loss or damage by fire and by terrorist damage and such other contingencies and risks as may be required by the Bank in their full reinstatement value for the time being in the joint names of the Chargor and the Bank (and on such terms as the Bank may require) or with the interest of the Bank endorsed on the policy or policies or noted as the Bank may require and will (unless the insurance to which such policy or policies relate and which was approved by the Bank was effected by a landlord with the respective interests of the Bank

and the Chargor endorsed or noted thereon) deposit with the Bank such policies as may be required by the Bank and will duly pay all premiums and sums payable for this purpose and produce the receipts therefor or other evidence of payment to the Bank within seven days of their becoming due and payable and will promptly do all other things necessary to keep such policy or policies in full force and effect;

- (c) hold on trust for the Bank all money which may at any time be received or receivable by the Chargor under any such insurance or any other insurance covering any of its property and effects against the risks referred to in clause 10.1.2 of the Debenture and (at the Bank's option) such money shall either be paid to the Bank for the account of the Chargor or shall be applied in replacing restoring or reinstating the property destroyed or damaged;
- (d) pay into their respective accounts with the Bank (or such other account or accounts as the Bank may direct for this purpose) all moneys which any of them may receive in respect of the Charged Property expressed to be charged by any of them by way of fixed charge under the presents of the Debenture or received by them under or by virtue of any insurance and pending such payment shall hold such moneys on trust for the Bank PROVIDED THAT the Bank shall be deemed to receive the amounts referred to in paragraph (b) of definition of "Other Debts" pursuant to the fixed charge on Other Debts and not pursuant to the fixed charge on Real Property or as mortgagee in possession;
- (e) indemnify the Bank and as a separate covenant any Receiver or Receivers appointed by the Bank against all existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) on the Debenture Date or at any time during the continuance of this security payable in respect of the Charged Property or by the owner or occupier thereof. If any such sums shall be paid by the Bank or any such Receiver or Receivers the same shall be jointly and severally repayable by the Companies on demand with interest at the Current Rate as provided in clause 3 of the Debenture from the time or respective times of the same having been paid or incurred by the Bank or such Receiver or Receivers as the case may be;
- (f) observe and perform all restrictive and other covenants and stipulations for the time being affecting the Charged Property or the mode of user or the enjoyment of the same and not without the prior consent in writing of the Bank enter into any onerous or restrictive obligations with regard thereto or create or permit to arise any overriding interest or any easement or right therein or thereover or do or suffer or omit to be done any act matter or thing whereby the Charged Property may be surrendered or forfeited or the interest or title of the Chargor thereto or the value thereof may be adversely affected or any provisions of any Act of Parliament order or regulation whatever from time to time in force affecting the Charged Property may be infringed;
- (g) not (except with the prior consent in writing of the Bank and then only on such terms and conditions as the Bank may specify) remove from the Real Property any of the fixtures or fixed plant and machinery for the time being thereon except for the purpose of renewing and replacing the same by other fixtures or fixed plant and machinery of equal or greater value;
- (h) obtain and promptly renew from time to time, and will promptly furnish certified copies to the Bank of, all such authorisations, approvals, consents, licences and exemptions as may be required under any applicable law or regulation to

enable them to perform their respective obligations under the presents of the Debenture or required for the validity or enforceability of the presents of the Debenture and shall comply with the terms of the same;

- (i) notify the Bank of the occurrence of any default of any Company under the Facility Agreement or the occurrence of any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of other conditions (or a combination of them) would constitute such a default forthwith upon becoming aware of the same and will notify the Bank of the steps being taken to remedy the same;
 - (j) conduct and carry on their respective businesses in a proper and efficient manner;
 - (k) comply with all Applicable Laws and not permit a contravention of the same;
 - (l) permit the Bank, its agents and employees at any time to enter upon the Real Property or any other relevant premises for the purpose of establishing whether or not the Chargor is complying fully with its obligations hereunder;
 - (m) permit the Bank and/or its agents or employees free access at all reasonable times to inspect and take copies and extracts from the books, accounts, records and such other documents as the Bank may require of the Chargor and furnish the Bank with all information and facilities which it may require and pay all expenses incurred by the Bank in connection therewith;
 - (n) within such period as is allowed by law for the laying and delivering of such accounts furnish to the Bank copies of the annual consolidated balance sheet and profit and loss account and trading account of the Company and its subsidiaries and the annual balance sheet and profit and loss account and trading account of each of the Companies forthwith upon the same becoming available and not in any event later than the expiration of nine months from the end of the relevant financial year such statements showing the true and fair view of the affairs of the Company and its Subsidiaries or as the case may be the Chargor in every year certified by an accountant approved by the Bank and also from time to time such other information in respect of the assets and liabilities of the Companies and their Subsidiaries (including management accounts) as the Bank may reasonably require;
10. By clause 10.2 of the Debenture, the Companies jointly and severally covenanted during the continuance of the security that unless otherwise agreed in writing by the Bank none of them will (save as otherwise provided under any relevant agreement in writing between the Bank and the Chargor and in addition to and without prejudice to any obligations, prohibitions and restrictions on the Chargor contained in any such agreement):
- (a) create or allow to subsist any mortgage, security, charge, encumbrance or any other proprietary right or interest on the Charged Property;
 - (b) either in a single transaction or in a series of transactions, whether related or not, and whether voluntarily or involuntarily, sell, transfer, discount, factor, lease or otherwise dispose of any of their respective assets on or after the Debenture Date, or enter into any arrangement which has the same commercial effect as any of the foregoing except that the following disposals shall be permitted:

- (i) disposals of assets not subject to a fixed charge under the presents of the Debenture made in the ordinary course of business of the disposing entity;
 - (ii) disposals of assets from a Company to another Company;
 - (c) either in a single transaction or in a series of transactions, whether related or not, and whether voluntarily or involuntarily, purchase, take on lease or licence or otherwise acquire any asset, or enter into any arrangement which has the same commercial effect as any of the foregoing, except that the following acquisitions shall be permitted:
 - (i) acquisitions made in the ordinary course of business of the acquiring entity;
 - (ii) acquisitions by a Company from another Company;
 - (d) lend or give credit to any person, or allow any such loans or credit to remain outstanding, other than loans or credit:
 - (i) given by a Company to another Company; or
 - (ii) given by a Company in the ordinary course of business;
 - (e) give any guarantee to any person, or allow any such guarantee to remain outstanding, other than the following:
 - (i) guarantees given by a Company in respect of the liabilities of another Company; or
 - (ii) guarantees given by a Company in the ordinary course of business;
 - (f) make or threaten to make any substantial change in the nature of its business as compared to that conducted at the Debenture Date or carry on any other business which results in any material change in the nature of the business carried on by the Group as a whole as compared to that conducted at the Debenture Date.
11. By clause 10.3 of the Debenture, the Companies jointly and severally covenanted during the continuance of this security with the Bank that they shall:
- (a) not without the prior consent of the Bank make any application or enter into any agreement under the Planning Laws affecting the Charged Property;
 - (b) within four days of receipt of the same, give copies to the Bank of any notice or order under the Applicable Laws affecting the Charged Property and shall forthwith take all such steps as the Bank may direct to comply with any such notice or order, to remedy and/or cease the continuation of any breach of the Applicable Laws alleged thereunder or to reinstate in full force and effect any licence or permission varied or suspended thereunder and will at the cost of the Chargor make or join with the Bank in making such objections or representations in respect of any proposal for such notice or order as the Bank shall request; and
 - (c) forthwith supply the Bank with copies of any environmental reports, audits or studies undertaken in relation to the Charged Property and pay the costs and expenses (including VAT) incurred by the Bank in commissioning environmental audits (which the Bank shall be entitled to do whenever it thinks fit) and shall permit the Bank and its

agents full and free access to all the Charged Property of the Company for the purposes of such environmental audits.

12. By clause 10.4 of the Debenture, the Chargor agreed that if default shall at any time be made by it in performing its obligations hereunder it shall be lawful for (but not obligatory on) the Bank itself to perform the same as the Bank shall think fit and any sum or sums expended by the Bank in so doing shall be jointly and severally repayable by the Companies on demand together with interest at the Current Rate as provided in clause 3 of the Debenture from the date of payment by the Bank as aforesaid.
13. By clause 10.5 of the Debenture, the Chargor agreed:
 - (a) to give to the Bank such evidence as may be requested by the Bank that its obligations hereunder have been complied with; and
 - (b) to indemnify the Bank and as a separate covenant any Receiver appointed by the Bank against all costs, claims, demands, expenses, charges, assessments, impositions, fines and sums (whether imposed by deed or statute or otherwise or whether of the nature of capital or revenue and even though of a wholly novel character) and the consequences of any proceedings or prosecutions arising directly or indirectly from or in connection with any breach by any Company of any Applicable Laws or of any of its obligations hereunder. If any such sums shall be paid by the Bank or any Receiver, the same shall be paid by the Companies on demand with interest at the Current Rate as provided in clause 3 of the Debenture from the time or respective times of the same having been paid or incurred by the Bank or the Receiver as the case may be but the Bank shall not be deemed to have taken possession of the Charged Property by reason of such payment.
14. By clause 12 of the Debenture, the Chargor agreed that no purchaser or other person dealing with the Bank or any Receiver or Receivers purporting to have been appointed under the foregoing provisions of the Debenture shall be concerned to see or enquire as to whether the Bank shall have validly demanded payment from the Chargor of any of the Secured Obligations, or as to whether the Chargor has failed to satisfy any such demand by payment of the amount demanded in full, nor shall any such purchaser or other person dealing as aforesaid be in any wise affected by notice to the contrary.

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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. 00331803

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DEED (THE "DEBENTURE") DATED 22ND NOVEMBER 2000 AND MADE BETWEEN THE COMPANIES LISTED IN SCHEDULE 1 TO THE DEBENTURE AND THE BANK DATED THE 22nd NOVEMBER 2000 AND CREATED BY ACTIONLEISURE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th DECEMBER 2000.

P. J. R.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E