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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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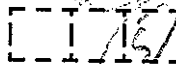
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



383312

Name of company

* GALA LEISURE (1991) LIMITED

Date of creation of the charge

10 June 1999 (amending a charge originally created on 6 July 1998)

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

Second Supplemental and Accession Deed dated 10 June 1999 between the Company, Gala Group Limited (previously known as Cangard Limited) (the "Parent"), Gala Holdings Limited, Gala Leisure Limited, certain other subsidiaries of Gala Holdings Limited, Spicegold Limited, Gala
(Please see continuation sheet 1)

Amount secured by the mortgage or charge

All Secured Sums.

"Borrowers" means the borrowers under the Facilities Agreement.

"Creditors" means the Lenders, the Agent, the Overdraft Fronting Bank, and any Hedging Bank.

"Deposit Agreement and Charge on Cash Deposits" means the agreement dated 15 December 1997 (as amended and restated by the Amending Agreement dated 6 July 1998 between the Agent and the Parent) and made between the Parent as depositor and the Agent as security agent and trustee for the Lenders.

(Please see continuation sheet 1.)

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

Morgan Guaranty Trust Company of New York as security agent and trustee
60 Victoria Embankment
London
EC4Y 0JD

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

Slaughter and May
35 Basinghall Street
London
EC2V 5DB
AGB/KZB/AOB

Ref: 3226AOB

Time critical reference

For official use
Mortgage Section

Post room



KLO *KMR3KHLM* 393
COMPANIES HOUSE 29/06/99

Short particulars of all the property mortgaged or charged

The following property of each Obligor:

(A) the Real Property vested in it as legal owner and described in Schedule 1 (below);

(B) all Real Property vested in it and not included in paragraph (A) above and all other Real Property acquired by it after the date of the Debenture;

(C) The following:

(i) all plant, machinery and equipment owned by that Obligor at the date of the Debenture or thereafter (and not included in paragraph (A) or (B) above), and its interest in any plant, machinery or equipment in its possession at the date of the Debenture or thereafter;

(Please see continuation sheet 1)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Slaughter and May

Date 28 - 6 - 99

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 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

Please complete
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bold block lettering

Company Number

383312

Name of Company

GALA LEISURE (1991) LIMITED

Limited*

* delete if
inappropriate

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

Leisure (1998) Limited (previously known as Ritz Clubs Limited), Jarglen Limited and Morgan Guaranty Trust Company of New York (the "Agent") as security agent and trustee (amending the debenture dated 15 December 1997 as originally executed on 15 December 1997 and as amended and restated by the Supplemental and Accession Deed).

"Debenture" means the debenture dated 15 December 1997 between the Obligors and the Agent as amended and restated by the Supplemental and Accession Deed and as further amended by the Second Supplemental and Accession Deed.

"Supplemental and Accession Deed" means a supplemental and accession deed dated on or about 6 July 1998 between the parties to the Debenture (other than Jarglen Limited) amending and restating the debenture as originally executed on 15 December 1997.

"Facilities Agreement" means the agreement dated 15 December 1997 between the Obligors, the Lenders listed in Schedule 1 to the agreement (the "Lenders"), J P Morgan Securities Limited as arranger and the Agent as amended and restated pursuant to the Supplemental and Accession Agreement and as further amended by the Second Supplemental and Accession Agreement under which the Lenders have agreed to make available to the Parent, Gala Holdings Limited, Gala Leisure Limited, Spicegold Limited and Gala Leisure (1998) Limited credit facilities of up to £169,250,000.

"Hedging Bank" means any Lender or any affiliate of any Lender who is from time to time a party to a Hedging Contract.

"Hedging Contract" means a contract entered into by the Parent as part of its implementation of the hedging policy required by the Facilities Agreement.

"Obligors" means the Company, the Parent, Gala Holdings Limited, Gala Leisure Limited, certain other subsidiaries of Gala Holdings Limited, Spicegold Limited, Gala Leisure (1998) Limited and Jarglen Limited which are parties to the Facilities Agreement.

"Second Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 10 June 1999 between the Obligors, the Lenders listed in Schedule 1 thereto, J.P. Morgan Securities Ltd. as arranger and the Agent amending the facilities agreement as originally executed on 15 December 1997 and as amended by the Supplemental and Accession Agreement to inter alia, increase the credit facilities from £159,250,000 to £169,250,000.

"Secured Sums" means all moneys and liabilities (whether actual or contingent) which are at the date of the Debenture or thereafter due, owing or payable, or expressed to be due owing or payable, to any Creditor from or by any Obligor under or in connection with the Facilities Agreement, a Hedging Contract, the Deposit Agreement and Charge on Cash Deposits or the Debenture.

"Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 6 July 1998 between the Obligors (other than Jarglen Limited), the lenders listed in schedule 1 to that agreement, JP Morgan Securities Limited as arranger and the Agent amending and restating the facilities agreement as originally executed on 15 December 1997 to, inter alia, increase the credit facilities from £144,250,000 to £159,250,000.

"Second Supplemental and Accession Deed" means a supplemental and accession deed dated on or about 10 June 1999 between the parties to the Debenture amending the debenture as originally executed on 15 December 1997 and as amended and restated by the Supplemental and Accession Deed.

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

Please complete
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(ii) all its Rights, title and interest in and to the Investments which beneficially are at the date of the Debenture or thereafter owned by it, and all dividends, interest and other distributions or bonuses, benefits or derivatives paid or payable in respect thereof;

(iii) all its Rights under or in connection with any contracts or policies of insurance or indemnities taken out at the date of the Debenture or thereafter by or on behalf of it or (to the extent of its interest) in which it has an interest, and all claims of whatever nature relating thereto and returns of premium in respect thereof;

(iv) all its present and future goodwill;

(v) all its present and future uncalled capital;

(vi) all its present and future Intellectual Property Rights;

(vii) all its Book Debts (but excluding the amount of £43,128,275 held by Linklaters & Paines on behalf of Gala Holdings Limited (company number 801616) which is to be utilised to fund the payment of an equivalent amount by the Parent to Bass Leisure Group Limited);

(viii) all its Bank Balances;

(ix) all its Negotiable Instruments;

(x) all its Rights under or in connection with all present and future licences held in connection with its business or the use of any Charged Asset (but excluding any such licence which requires the consent of the licensor for the creation of the charge and in respect of which consent has not been obtained, any licence held by an employee of the Obligor and any licence incapable of being charged) and the right to recover and receive all compensation which might be payable to it in respect of such licences;

(xi) in the case of the Parent, all its Rights under or in connection with the Share Sale Agreement, the Spicegold Share Sale Agreements, the Vardon Share Sale Agreement and the Jarglen Share Sale Agreement; and

(xii) all its Rights under or in connection with any Hedging Contract which it enters into from time to time;

(D) By way of first floating charge, all its Assets, including Assets expressed to be included in paragraphs A, B and C above (but excluding the amount of £43,128,275 held by Linklaters & Paines on behalf of Gala Holdings Limited (company number 801616) which is to be utilised to fund the payment of an equivalent amount by the Parent to Bass Leisure Group Limited).

"Assets" means business, undertaking, property, assets, revenues, Rights and uncalled capital, present and future and any interest therein.

"Bank Balances" means all moneys (including interest) now or hereafter standing to the credit of any account (other than the Mandatory Prepayment Account) at the date of this Debenture or thereafter held by an Obligor with any bank, and the debts represented by such moneys.

"Book Debts" means all book and other debts of any nature whatsoever now and hereafter due or owing to any Obligor (including, but without limitation, the benefit of all amounts due or owing from any government or governmental agency, whether by way of repayment or refund in respect of any Tax or otherwise, but excluding all moneys now or hereafter

(Please see continuation sheet 2)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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bold block lettering

Company Number

383312

Name of Company

GALA LEISURE (1991) LIMITED

Limited*

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

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standing to the credit of any account now or hereafter held by an Obligor with any bank) and the benefit of (including the proceeds of all claims under) all Rights, securities, guarantees, indemnities, letters of credit and insurances of any nature whatsoever at the date of the Debenture or thereafter enjoyed or held by any Obligor in relation thereto.

"Borrower" means the Parent and each of Gala Holdings Limited, Gala Leisure Limited, Spicegold Limited and Ritz Clubs Limited.

"Charged Assets" means Assets from time to time subject, or expressed to be subject, to all or any of the Security created, or which may at any time be created, by or pursuant to the Debenture, or any part of those Assets.

"Debentures" include debenture stock, loan stock, bonds, notes and certificates of deposit.

"Derived Assets" means all Shares, rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:

- (i) the Original Shares; or
- (ii) the Further Shares; or
- (iii) any Shares, rights or other property previously accruing, offered, issued or paid as mentioned in this definition but does not include cash payments.

"Dividends" means all dividends, interest and other income paid or payable in respect of the Original Shares, any Further Shares or any Derived Assets.

"Further Shares" means all Shares (other than the Original Shares and any Shares comprised in any Derived Assets) which the Obligor who owns these shares and the Agent may at any time agree shall be subject to all or any of the Security created, or which may at any time be created, by or pursuant to the Debenture.

"Guarantee Fronting Bank" means the Agent as guarantor under any guarantee of the Borrower's payment obligations under the overdraft facilities (provided to the Borrowers in accordance with the terms of the Facilities Agreement) which is issued in favour of an Overdraft Bank in accordance with the Facilities Agreement.

"Intellectual Property Rights" means patents, designs, copyrights, rights in trade marks and service marks, rights in confidential information, rights in know how, and any interests (including by way of licence) in any of the foregoing, and any other associated or similar rights (in each case whether registered or not, and all applications for the same).

"Investments" means:-

- (i) shares, stock and Debentures including the Original Shares, any Further Shares, any Derived Assets and any Dividends other than cash Dividends;
- (ii) warrants, options or other Rights to subscribe, purchase, call for delivery of or otherwise acquire shares, stock or Debentures; and
- (iii) units in a Unit Trust Scheme.

(Please see continuation sheet 3)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

383312

Name of Company

GALA LEISURE (1991) LIMITED

Limited*

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

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"Jarglen Share Sale Agreement" means the agreement for the sale and purchase of the shares in Jarglen Limited between the Jarglen Vendors and the Parent dated 10 June 1999.

"Jarglen Vendors" means William Kendrick Jnr, Carol Cooper, Dorothy Keely, Elizabeth Kendrick, Horace Kendrick and Margaret Kendrick.

"Mandatory Prepayment Account" means the account of the Parent with the Agent which is subject to the Deposit Agreement and Charge on Cash Deposits.

"Negotiable Instruments" means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned at the date of this Debenture or thereafter by any Obligor (but excluding any Debentures).

"Original Shares" means the following shares held by the Company:

- (i) 37,503 ordinary shares (having a nominal value of £1 each) in Bergenia Limited (number 1598531);
- (ii) 100,000 ordinary shares (having a nominal value of £1 each) in Bonningtree Limited (number 1213711); and
- (iii) 1,000,000 ordinary share (having a nominal value of £1 each) in Candess Investments Limited (number 252067);
- (iv) 2,306,052 ordinary shares (having a nominal value of £1 each) and 1,934,604 cumulative preferred shares (having a nominal value of £1 each) in Essoldo Group Holdings Limited (number 258331);
- (v) 2 ordinary shares (having a nominal value of £1 each) in Gala Bingo Limited (number 2284932);
- (vi) 1,200,000 ordinary shares (having a nominal value of £1 each) in Kingsway Entertainments Limited (number SC114233);
- (vii) 100 ordinary shares (having a nominal value of £1 each) in Moderne Bingo Southsea Limited (number 836817);
- (viii) 300 ordinary shares (having a nominal value of 1p each) in Moderne Enterprises Winton Limited (number 761724);
- (ix) 1000 ordinary shares (having a nominal value of £1 each) in Tedwick Investment Company Limited (806400); and
- (x) 1 ordinary share (having a nominal value of 10p in Zetters Leisure Limited (number 2142285).

"Overdraft Bank" means the bank from time to time providing overdraft facilities to the Borrowers in accordance with the Facilities Agreement.

"Overdraft Fronting Bank" means the Agent as guarantor under any guarantee of the Borrowers' payment obligations under the overdraft facilities (provided to the Borrowers in accordance with the terms of the Facilities Agreement) which is issued in favour of an Overdraft Bank in accordance with the Facilities Agreement.

"Real Property" means freehold or leasehold property in England and Wales and any other land or buildings anywhere in the world, and any estate or interest therein, and any reference to Real Property includes a reference to all Rights from time to time attached or appurtenant thereto and all buildings, fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment from time to time therein or thereon.

"Rights" means rights, benefits, powers, privileges, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of any nature, whatsoever).

(Please see continuation sheet 4)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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bold block lettering

Company Number

383312

Name of Company

GALA LEISURE (1991) LIMITED

Limited*

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

Please complete
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"Security" means security of any type over any asset including retention of title arrangements, rights to retain possession and any similar arrangement providing a creditor with a prior right to an asset, or its proceeds of sale, over other creditors in a liquidation.

"Share Sale Agreement" means the share sale agreement dated 15 December 1997 relating to the acquisition of Gala Holdings Limited and made between Bass Plc, Bass Leisure Group Limited and the Parent (including any disclosure letters).

"Spicegold Share Sale Agreements" means (i) a Share Sale Agreement dated on or about 6th July 1998 and made between HEV Limited, the Parent and the several persons listed in the schedule thereto as Sellers (the "Exchange Agreement"), (ii) a Share Sale Agreement dated on or about 6 July 1998 between Paul Critcher and the other persons listed in Schedule 1 thereto and the Parent (the "Acquisition Agreement") and (iii) a Share Sale Agreement dated on or about 6 July 1998 and made between the Parent and the several persons listed in the Schedule thereto as sellers (the "Managers Share Acquisition Agreement") concerning the acquisition by the Parent of Spicegold Limited.

"Tax" includes any present or future tax (including value added tax charged in accordance with the provisions of the Value Added Tax Act 1983, and any other similar tax on value or turnover which is enacted in addition to or in substitution for it), levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalty in respect thereof.

"Unit Trust Scheme" has the meaning given to that expression by section 75(8) of the Financial Services Act 1986.

"Vardon Bingo Share Sale Agreement" means the Agreement for the sale and purchase of shares in Vardon Bingo Limited between Vardon plc and Spicegold Limited dated 26 November 1997.

The Debenture prohibits the Company, without the prior written consent of the Agent, from creating or permitting to subsist any Security on, over or with respect to any of its Assets. This prohibition does not apply to the following:

(i) Security created by the following:

(A) the Debenture;

(B) the Deposit Agreement and Charge on Cash Deposits;

(C) the Standard Securities (in a form agreed between Clifford Chance and Dunbar & Wilson) granted in favour of the Agent by the infert heritable proprietor of the properties in Scotland held by the Parent and all its subsidiaries (according to the meaning described in section 736 of the Companies Act 1985) which following the acquisition by the Parent of Spicegold Limited pursuant to the Spicegold Share Sale Agreements will include Spicegold Limited and Ritz Clubs Limited for so long as such companies are subsidiaries (the "Group").

(D) each deed of accession executed and delivered pursuant to the Debenture;

(E) any other document creating in Scotland or Northern Ireland a form of security similar to that created under the Debenture in a form satisfactory to the Agent but which shall not contain terms materially more onerous than the Debenture; and

(Please see continuation sheet 5)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

383312

Name of Company

GALA LEISURE (1991) LIMITED (the "Company")

Limited*

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

Please complete
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(F) any other document executed in accordance with the terms of the documents mentioned in (A) to (D) above or the Facilities Agreement and expressed to be, or to be supplemental to the documents mentioned in (A) to (E) above.

(ii) Liens arising in the ordinary course of trading or by operation of law.

(iii) Title retention or hire purchase arrangements in respect of goods. These arrangements must arise in the ordinary course of trading and on customary terms of suppliers.

(iv) Security by way of set-off in the ordinary course of trade.

(v) Rights of set-off in favour of a bank arising by operation of law or pursuant to that bank's standard account opening document.

(vi) Cash cover provided under the Facilities Agreement to the Guarantee Fronting Bank.

(vii) Any Security on any asset of any Obligor existing at the time that obligor is acquired by a member of the Group.

(Please see continuation sheet 6)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Forms Nos 395 and 410 (Scot)

Please complete
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Company number

383312

Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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SCHEDULE 1**Part A**Please complete
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in black type, or
bold block lettering**Part I - England and Wales**

Number	Location	Address
1.	Acton	High Street London W3 8BR
2.	Ashington	Essoldo Milburn Road Northumberland NE63 4QZ
3.	Ashton	108 Wellington Road Ashton under Lyne Lancashire OL6 6DJ
4.	Aylesbury	High Street Aylesbury Bucks HP20 1SE
5.	Barkingside	Fairlop Road Barkingside Essex IG6 2EF
6.	Barnsley	Pontefract Road Barnsley Yorkshire S71 1AY
7.	Bath	Sawclose Bath Avon BA1 1EY
8.	Bedminster	North Street Bristol Avon BS3 1EN
9.	Blackpool	The Regent Church Street Blackpool
10.	Bournemouth	Lansdowne Christchurch Road Bournemouth Dorset BH1 3JY
11.	Bridlington	The Regal The Promenade Bridlington YO15 2QE
12.	Bristol	Hengrove Park Hengrove Bristol
13.	Burnley	Centenary Way Burnley BB11 2EJ

(Please see continuation sheet 7.)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 7
to Forms Nos 395 and 410 (Scot)

Please complete
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Company number

383312

Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
14.	Cambridge	The Central 21 Hobson Street Cambridge CB1 1NL
15.	Cardiff	Unit C Western Avenue Cardiff
16.	Carlisle	Lonsdale Warwick Road Carlisle CA1 1DN
17.	Castleford	Part Road Castleford West Yorkshire WF10 4RS
18.	Chatham	The Ritz 342 High Street Chatham ME4 4NF
19.	Chorley	The Odeon Market Street Chorley PR7 1BD
20.	Coventry	Savoy Buildings Radford Road Coventry Warwickshire CV6 3BU
21.	Coventry	Hales Street Coventry Warwickshire CV1 1HX
22.	Crawley	102-104 High Street Crawley RH10 1BZ
23.	Crystal Palace	25 Church Road London SE19 2TE
24.	Darlington	Skinnergate Darlington County Durham DL3 7LX
25.	Dartford	Spital Street Dartford Kent DA1 2DL
26.	Derby	Foresters Business Park 8 Sinfin Lane Derby
27.	Dover	49 Biggin Street Dover CT16 1DB
28.	Dudley	Castle Hill Dudley DY1 4QF

(Please see continuation sheet 8.)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 8
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

Please complete
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Number	Location	Address
29.	East Ham	281 Barking Road East Ham London E6 1LB
30.	Gravesend	The Regal Gravesend Kent DA11 0AE
31.	Grimsby	Pasture Street Grimsby Humberside DN32 9AB
32.	Harpurhey	837 Rochdale Road Harpurhey Manchester M9 5XD
33.	Harrow	The Dominion Station Road Harrow HA1 2TU
34.	Hereford	44 Berrington Street Hereford HR4 0BJ
35.	Hornsea	Cliff Road Hornsea
36.	Hounslow	78/80 Staines Road Hounslow TW3 3LF
37.	Hove	193 Portland Road Hove BN3 5JB
38.	Huddersfield	The Palace Kirkgate Huddersfield HD1 6QE
39.	Hull	Essoldo Social Club 309-315 Hessle Road/Harrow Street Hull
40.	Hull - Astra	Olso Road Sutton Fields Hull Humberside HU8 0YN
41.	Keighley	The Ritz Alice Street BD21 3DA
42.	Blank	
43.	Kingston upon Thames	The Regal Richmond Road KT2 5ED

(Please see continuation sheet 9.)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 9
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
44.	Lancaster	King Street Lancaster LA1 1YE
45.	Leicester	100 Beaumont Way Beaumont Leys Leicester LE4 1DS
46.	Leyton	Lea Bridge Road London E10 7LD
47.	Lincoln	Waterside Saltergate Lincoln LN2 1DH
48.	Liverpool	Unit 16 Stonedale Retail Park East Lancaster Road Westerby
49.	Blank	
50.	Maidstone	Lower Stone Street Maidstone Kent ME5 6JX
51.	Mansfield	45 Albert Street Mansfield Nottinghamshire NG18 1EA
52.	Mexborough	The Empire Swinton Street Mexborough South Yorkshire S64 9JB
53.	Morecambe	Marine Road East Morecambe Lancashire LA4 5AY
54.	Nelson	Lomeshaye Industrial Estate Nelson Lancs
55.	Norwich	The Mayfair Dereham Road Norwich NR2 4HX
56.	Nottingham	St Annes Well Road Nottingham NG3 1ED
57.	Nottingham	Gala Way Hucknall Road Bulwell Nottingham
58.	Nottingham	New Castle House Castle Boulevard Nottingham

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Particulars of a mortgage or charge (continued)

Continuation sheet No 10
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

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

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Number	Location	Address
59.	Oxford	Cowley Road Oxford Oxon OX4 1US
60.	Peterborough	London Road Peterborough Cambridgeshire PE2 8AJ
61.	Plymouth	Derrys Cross Plymouth Devon PL1 2SW
62.	Redditch	Church Road Redditch B97 4AB
63.	Rotherham	Fitzwilliam Road Aldwarke Lane Rotherham S65 3SR
64.	Rugby	North Street Rugby CV21 2AF
65.	Salford	Hankinson Way Salford Manchester M6 5JA
66.	Salisbury	The Regal Endless Street Salisbury SP1 1DP
67.	Scunthorpe	Madford Retail Park Brigg Road Scunthorpe North Lincolnshire DN15 6TZ
68.	Sheffield	299 Cricket Inn Road The Parkway Sheffield S2 5EU
69.	Shirehampton	20 Station Road Shirehampton BS11 9TX
70.	Shrewsbury	Castle Gates Shrewsbury
71.	Slough	Bath Road Slough Berkshire SL1 3US
72.	Southport	Lord Street Southport Lancashire PR9 0QG

(Please see continuation sheet 11)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 11
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

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

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Number	Location	Address
73.	Southsea	The Plaza Bradford Junction Southsea PO6 1AD
74.	St Helens	The Rivoli Corporation Street St Helens
75.	Stratford	341-353 High Street Stratford London E15 4QX
76.	Sunderland	Pallion New Road Pallion Sunderland SR4 6UA
77.	Sunderland	Essoldo Social Club Pallion Road Sunderland SR4 6LR
78.	Thornton Heath	793-795 London Road Thornton Heath CR4 6AW
79.	Tooting	50 Mitcham Road Tooting London SW17 9NA
80.	Torquay	Temperance Street Torquay South Devon TQ2 5PU
81.	Walsall	Jerome Retail Park Midland Road Walsall WS1 3QB
82.	Washington	The Galleries Washington Centre Washington Tyne & Wear NE38 7SB
83.	Wavertree	Church Road North Wavertree L15 6TE
84.	Wellingborough	The Lyric Midland Road Leisure Hall Swansgate Wellingborough NN8 1HA
85.	Wigan	The Ritz Station Road Wigan WN1 1YL
86.	Winton	Wimborne Road Winton BH9 2AU

(Please see continuation sheet (2))

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 12
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
87.	Wolverhampton	Bushbury Lane Wolverhampton
88.	Woolwich	Powis Street Woolwich London SE18 6NL
89.	Worcester	21 Foregate Street Worcester WK1 1DN
90.	Worthing	Rowlands Road Worthing Sussex BN11 3JS
91.	Wythenshawe	Rowlandsway Wythenshawe Manchester M22 5RG
92.	Southampton	The Atherley Bingo and Social Club, 309 Shirley Road, Southampton
93.	Weymouth	18 Crescent Street, Weymouth
94.	Coventry	Brade Drive, Walsgrave, Coventry
95.	Doncaster	Unit 7 The Wheatley Centre, Wheatley Hall Road, Doncaster
96.	Nottingham	Unit 1B Castle Retail Park, Radford Boulevard, Nottingham
97.	Stafford	Unit 10 Queensville Road Retail Park, Queensville, Stafford
98.	Woodspring	Unit 2 The Wyvern Centre, Weston Super Mare
99.	Woking	First Floor Premises at former Asda Store, Chertsey Road, Woking
100.	Southampton	17/21 Portsmouth Road, Woolston, Southampton
101.	Coventry	Club Rialto, Moseley Avenue, Coventry
102.	Widnes	Bingo Unit at the Windmill Centre, Widnes, Cheshire
103	Aldridge	Avion, Anchor Road, Aldridge, West Midlands WS9 8PT

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Particulars of a mortgage or charge (continued)

Continuation sheet No 13
to Forms Nos 395 and 410 (Scot)

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Company number

383312

* Delete if
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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
104	Ashmore Park	Ashmore Park Bingo Club 377 Lichfield Road Ashmore Park Wednesfield Wolverhampton WV11 1HD
105	Bloxwich	Rosum Bingo Club 631-637 Bloxwich Road Walsall WS3 2BQ
106	Cradley Heath	Majestic Bingo & Social Club Cradley Road Cradley Heath West Midlands B64 6AG
107	Erdington	Castle Branwich Kingsbury Road Erdington Birmingham B24 9BR
108	Fenton	Victoria Road Fenton Stoke ST4 2HX
109	Great Barr	The Clifton Walsall Road Great Barr Birmingham B42 1LR
110	Leicester	The Roxy Bingo Club Fullhurst Avenue Leicester LE3 1BL
111	South Wigston	The Ritz Bingo and Social Club 53-57 Blaby Road South Wigston Leicester LE8 2PA
112	Stockland Green	The Plaza Marsh Lane and 21 Streetly Road Stockland Green Birmingham B23 7BH"

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 14
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
113	Longbridge	The Essoldo Cinema Bristol Road South Longbridge Birmingham B31 2SU
114	King's Heath	The Kingsway Cinema High Street King's Heath Birmingham B14 7BH
115	Chatham	326 High Street Chatham Kent
116	Tooting	50 Mitcham Road Tooting Broadway London SW17
117	Aldershot	The Ritz High Street Aldershot Hampshire GU11 1DJ

(Please see continuation sheet 15)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 15
to Forms Nos 395 and 410 (Scot)

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Company number

383312

* Delete if
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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

Please complete
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Part II - Properties in Scotland

Number	Location	Address
1.	Aberdeen	104/106 King Street Aberdeen Scotland AB2 3BB (and gas meter station at Princes Street)
2.	Arbroath	The Ritz High Street Tayside DD11 1BH
3.	Clydebank	Graham Avenue Clydebank G81 3AG
4.	Coatbridge	The Regal 1 Ellis Street Coatbridge ML5 3AA
5.	Dumfries	The Regal Shakespeare Street DG1 2JJ
6.	Dundee	Stack Leisure Park Harefield Road Lochee Dundee DD2 3XN
7.	Edinburgh	154 West Granton Road Edinburgh EH5 1PE
8.	Falkirk	Kerse Lane Falkirk FK1 1RJ
9.	Falkirk	Bank Street Falkirk Central FK1 1MB
10.	Glasgow	167 Hawthorn Street Possil Park Glasgow G22 6HF
11.	Glenrothes	Carrick Gate Glenrothes Fife KY7 5NT
12.	Kirkcaldy	St Clair Street Kirkcaldy Fife KY1 2NR
13.	Leven	Kingsway Club Commercial Road Leven KY8 4LA

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Particulars of a mortgage or charge (continued)

Continuation sheet No 16
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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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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Number	Location	Address
14.	Montrose	Kingsway Social Club 12 Hume Street Montrose DD10 8JD
15.	Paisley	Phoenix Park Linwood Road Paisley PA1 2AB
16.	Peterhead	Kingsway Social Club 63 Marischal Street Peterhead AB4 6PR

Part B

Part I - Properties in England and Wales

Number	Location	Address
1.	Aldershot	The Ritz High Street Aldershot Hants GU11 1DJ
2.	Basildon	Southernhey Basildon Essex SS14 1DH
3.	Becontree	746 Green Lane Dagenham Essex RM8 1YX
4.	Brighton	Site 10 Freshfield Industrial Estate Brighton
5.	Burnley	The Empire St. James Street Burnley BB11 1NL
6.	Colchester	48 Osborne Street Colchester Essex CO2 7DP
7.	Cramlington Midas	Manor Walks Shopping Centre Cramlington Northumberland
8.	Crawley, New	Kingsgate Queensway RH10 1EN
9.	Derby	The Odeon London Road Derby DE1 2DA

(Please see continuation sheet 17)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 17
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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

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Number	Location	Address
10.	Derby - Midas	Liversage Street Derby
11.	Gateshead	Unit 1 Cameron Retail Park Metro Centre Gateshead Newcastle-upon-Tyne NE11 9XU
12.	Gillingham	The Embassy 48 Green Street Gillingham ME7 1XA
13.	Hanley	Albion Square Hanley Stoke on Trent Staffordshire ST1 1QP
14.	Kettering	High Street Kettering Northants NN16 8ST
15.	Kirkby	Telegraph Way St. Chads Drive Kirkby Liverpool L32 1TA
16.	Leamington Spa	Spencer Street Leamington Spa CV31 2NF
17.	Leeds	Seacroft Civic Centre Leeds
18.	Letchworth	Central Approach Letchworth SG6 3DL
19.	Medway	Chariot Way Strood Rochester Kent ME2 2SS
20.	Milton Keynes	The Point Midsummer Boulevard Milton Keynes Buckinghamshire MK9 3NB
21.	New Cross	263C New Cross Road New Cross London SE14 5UL
22.	Newcastle upon Tyne	The Majestic Westgate Street Newcastle upon Tyne NE1 1SW

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Particulars of a mortgage or charge (continued)

Continuation sheet No 18
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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Number	Location	Address
23.	Newport	Unit 8 Newport Retail Park Spytty Road Newport Gwent NP9 0QQ
24.	Pitsea	The Broadway High Road Pitsea SS13 3AR
25.	Poole	Tower Park Poole Dorset BH12 4NY
26.	Preston	Lowthian House Market Street Preston PR1 2ES
27.	Rhyl	The Regent 1-4 High Street Rhyl LL18 3AB
28.	Scunthorpe	Doncaster Road Scunthorpe DW15 7DE
29.	Southampton	2/12 Park Street Shirley Southampton SO7 3NR
30.	St. Albans	Unit B25 North Orbital Trading Estate St. Albans AK1 1XB
31.	Stevenage	Kings Way Stevenage Leisure Park Stevenage SG1 2UA
32.	Stockport	Newbridge Lane Stockport Greater Manchester
33.	Swindon	Unit 17 Greenbridge Retail Park Garrards Way Swindon SN3 3SQ
34.	Thurrock	Lakeside Leisure Park West Thurrock Way Grays Essex RM20 3WH
35.	Tottenham	Unit 5 Tottenham Hale Retail Park Broad Lane London N15 4QD

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Particulars of a mortgage or charge (continued)

Continuation sheet No 19
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

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

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

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Number	Location	Address
36.	Wakefield	Denby Dale Road Corner George Street Wakefield West Yorkshire WF1 1JN
37.	Warrington	Unit 1A Cockhedge Centre Warrington Cheshire WS1 2QH
38.	Wigan	8 Anjou Boulevard Robin Park Wigan WN5 0UJ
39.	Yardley	Swan Centre Coventry Road Yardley Birmingham B26 1AD
40.	Hertsmere	Unit 4 Boulevard Park 25, Borehamwood
41.	Croydon	Unit 5 Valley Park, Croydon
42.	Gloucester	Unit 4 The Peel Centre, Gloucester
43.	South Kesteven	Plot 2 Venture Way, Grantham
44.	Ipswich	Unit 3 Orwell Retail Park, Ranelagh Road, Ipswich
45.	King's Lynn	The Theatre Royal, St. James' Street, King's Lynn Norfolk
46.	Sheffield	Unit 1A Kilner Way, Halifax Road, Wadsley Bridge, Sheffield
47.	Southampton	Units 18/20 Lords Hill District Centre, Lords Hill, Southampton
48.	Wokingham	The Ritz Bingo Club, East Hampstead Road, Wokingham, Berkshire
49.	Wokingham	Unit 12 Metro Centre, Toutley Road, Wokingham, Berkshire

(Please see continuation sheet 20)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 20
to Forms Nos 395 and 410 (Scot)

Company number

383312

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Name of company

*GALA LEISURE (1991) LIMITED

Limited *

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

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

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Part II - Scotland

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Number	Location	Address
1.	Darnley	12 Woodneuk Road Glasgow G53 7RT
2.	Edinburgh Meadow Bank	2 Moray Park Meadowbank Edinburgh EH7 5TS
3.	Edinburgh Wester Hailes	2 Westside Plaza Edinburgh
4.	Kilmarnock	West George Street/ Portland Street Kilmarnock

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00383312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL AND ACCESSION DEED DATED THE 10th JUNE 1999 AND CREATED BY GALA LEISURE (1991) LIMITED FOR SECURING IN FAVOUR OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK AS SECURITY AGENT AND TRUSTEE FOR THE CREDITORS (AS DEFINED) (THE "AGENT") ALL MONIES AND LIABILITIES (WHETHER ACTUAL OR CONTINGENT) WHICH ARE AT THE DATE OF THE DEBENTURE OR THEREAFTER DUE OWING OR PAYABLE OR EXPRESSED TO BE DUE OWING OR PAYABLE TO ANY CREDITOR FROM OR BY ANY OBLIGOR (AS DEFINED) UNDER OR IN CONNECTION WITH THE FACILITIES AGREEMENT, A HEDGING CONTRACT, THE DEPOSIT AGREEMENT AND CHARGE ON CASH DEPOSITS OR THE DEBENTURE (ALL AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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