

M

COMPANIES FORM No 395

Particulars of a mortgage or charge

081481/10
395

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

112

383312

Name of Company

* Gala Leisure (1991) Limited (the "Company")

Date of creation of the charge

17 March 2003

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

Fixed and Floating Security Document dated 17 March 2003 (the "Debenture") created by, amongst others, the Company in favour of Credit Suisse First Boston, London Branch (the "Security Trustee") as security trustee for the benefit of the Finance Parties and the Mezzanine Finance Parties.

Amount secured by the mortgage or charge

The "Liabilities" of the Company, which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party or any Mezzanine Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) except for any money or liability which, if it were so included, would cause the infringement of Section 151 of the Companies Act 1985.

Name and address of the mortgagees or persons entitled to the charge

Credit Suisse First Boston, London Branch as security trustee for the benefit of the Finance Parties and the Mezzanine Finance Parties

One Cabot Square, London

Postcode

E14 4QJ

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
OH London Courier

Ref: GDM/NMAR

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

Signed

initiales

Date 3 April 2003

On behalf of chargee

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

Note

[†] Delete as appropriate

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 including 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 CF4 3UZ

Page 2

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of itself or any other Chargor), charges in favour of the Security Trustee (for itself and as trustee for the Finance Parties and Mezzanine Finance Parties):

- 1.1 Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) of the Debenture and described in Note (4) of this Form) belonging to it at the date of the Debenture;
- 1.2 Future Real Property:** by way of first fixed equitable charge, all other Real Property (other than any heritable or leasehold property in Scotland) belonging to it at the date of the Debenture and all Real Property (other than any heritable or leasehold property in Scotland) acquired by it thereafter;
- 1.3 Other Assets:** by way of first fixed charge, all its present and future:
 - 1.3.1** Book Debts;
 - 1.3.2** Bank Accounts;
 - 1.3.3** Investments (including the shares described in Note (3) of this Form);
 - 1.3.4** uncalled capital and goodwill;
 - 1.3.5** Intellectual Property;
 - 1.3.6** beneficial interest in any pension fund;
 - 1.3.7** plant and machinery (except that mortgaged or charged by paragraphs (a) or (b) of Clause 3 (*Fixed Charges*) of the Debenture and described in paragraphs 1.1 and 1.2 of this Form);
 - 1.3.8** Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
 - 1.3.9** benefit of all Authorisations held in connection with its business or the use of any Charged Asset and the right to recover and receive all compensation in respect of the same; and
 - 1.3.10** benefit of any Hedging Documents to which it is party, including all moneys payable to it under any Hedging Documents to which it is a party.

2 Floating Charge**2.1 Creation**

The Company, with full title guarantee (and in respect of assets located in Scotland or otherwise governed by Scots law, with absolute warrandice) and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charges in favour of the Security Trustee (for itself and as trustee for the Finance Parties and the Mezzanine Finance Parties) by way of first floating charge its undertaking and all its assets, both present and future (including (a) assets expressed to be charged by Clause 3 (*Fixed charges*) of the Debenture and described in paragraph 1 (*Fixed Charges*) of this Form or assigned by Clause 5 (*Assignments*) of the Debenture and described in paragraph 3 (*Assignments*) of this Form and (b) whether or not so expressed to be charged or assigned, all the undertaking and assets, both present and future of each Chargor, located in or otherwise governed by the laws of, Scotland).

Short particulars of all the property mortgaged or charged**3 Assignment**

The Company, with full title guarantee, hereby assigns absolutely to the Security Trustee (as trustee for the Finance Parties and the Mezzanine Finance Parties) all its present and future:

- 3.1** right, title and interest in and to the Assigned Contracts, including all moneys payable to it, and any claims, awards and judgments in favour of receivable or received by it, under or in connection with pursuant to the Assigned Contracts; and
- 3.2** rights in relation to its Real Property (except those charged by paragraphs (a) and (b) of Clause 3 (*Fixed Charges*) of the Debenture (as described in paragraph 1 (*Fixed Charges*) of this Form), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties.

Note (1): The Debenture provides that:

- 1 Security:** No Chargor shall create or permit to subsist any Encumbrance over any Charged Asset, nor do anything else prohibited by Clause 24.1 (*Negative pledge*) of the Facility Agreement or Clause 21.1 (*Negative pledge*) of the Mezzanine Facility Agreement, except as permitted by those clauses.
- 2 Disposal:** No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 24.3 (*Disposals*) of the Facility Agreement or Clause 21.3 (*Disposals*) of the Mezzanine Facility Agreement.

3 Conversion by Notice

The Security Trustee may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the relevant Chargor specifying the relevant Charged Assets:

- (a) if it reasonably considers those Charged Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; and/or
- (b) while an Enforcement Event is continuing.

4 Automatic Conversion

If:

- (a) any Chargor takes any step to create any Encumbrance in breach of Clause 6.1 (*Security*) of the Debenture (as described in paragraph 1 (*Security*) of Note (1) of this Form) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress, diligence or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Acquisition" has the meaning given to that term in the Facility Agreement.

Short particulars of all the property mortgaged or charged

"**Ancillary Lender**" has the meaning given to that term in the Facility Agreement.

"**assets**" includes present and future properties, revenues and rights of every description.

"**Assigned Contracts**" means the contracts and documents listed in Schedule 5 (*Assigned Contracts*) of the Debenture.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Accounts**" means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

"**Book Debts**" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Encumbrances, guarantees and indemnities of any kind.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Encumbrances created or expressed to be created by or pursuant to the Debenture.

"**Chargor**" means each of the Company and the companies listed in Schedule 1 (*The Chargors*) of the Debenture.

"**Encumbrance**" means any standard security, assignation in security, bond and floating charge, mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien).

"**Enforcement Event**" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under Clause 25.21 (*Acceleration*) of the Facility Agreement or an Event of Default (as defined in the Mezzanine Facility Agreement) which has resulted in the Mezzanine Facility Agent exercising any of its rights under Clause 22.22 (*Acceleration*) of the Mezzanine Facility Agreement.

"**Event of Default**" means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facility Agreement.

"**Facility Agent**" means Credit Suisse First Boston, London Branch.

"**Facility Agreement**" means the senior facility agreement dated 7 February 2003 and as amended and restated on 6 March, 2003 between, amongst others, Storeretro Limited as the company, Credit Suisse First Boston, London Branch and Merrill Lynch International as mandated lead arrangers, the Lenders named in that agreement, Credit Suisse First Boston, London Branch as facility agent, Credit Suisse First Boston, London Branch as security trustee, Credit Suisse First Boston, London Branch as issuing bank and Credit Suisse First Boston, London Branch as LNG Issuer.

Short particulars of all the property mortgaged or charged

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents and any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated, in the case of a Mezzanine Document, in accordance with the Intercreditor Deed.

"Finance Party" means the Facility Agent, an Ancillary Lender, the Mandated Lead Arrangers, the Issuing Bank, a Lender or the Security Trustee and for the purpose of any Security Document only (unless stated therein) is deemed to include a Hedging Bank.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group" means Storeretro Limited and its Subsidiaries (as defined in the Facility Agreement) from time to time.

"Hedging Bank" has the meaning given to that term in the Facility Agreement.

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter.

"Hedging Letter" means a letter dated on or about the date of the Facility Agreement between the Mandated Lead Arrangers, the Mezzanine Arrangers and Storeretro Limited setting out the hedging strategy agreed in relation to the Acquisition and the Facilities and the Mezzanine Facilities.

"Insurances" means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest.

"Intellectual Property" means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Company at the date of the Debenture or in the future owns or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Intercreditor Deed" has the meaning given to that term in the Facility Agreement.

"Investments" means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

Name of Company
Gala Leisure (1991) Limited

Company Number
383312

Short particulars of all the property mortgaged or charged

in each case at the date of the Debenture or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest.

"Issuing Bank" means Credit Suisse First Boston, London Branch.

"Lender" has the meaning given to that term in the Facility Agreement.

"Mandated Lead Arrangers" means Credit Suisse First Boston, London Branch and Merrill Lynch International.

"Mezzanine Agent" means the "Facility Agent" (as defined in the Mezzanine Facility Agreement).

"Mezzanine Arrangers" means Credit Suisse First Boston, London Branch and Merrill Lynch International.

"Mezzanine Facility" means the mezzanine loan facilities made under the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or about the date of the Facility Agreement and made between (among others) Storeretro Limited, the Mezzanine Agent, the Mezzanine Arrangers, the Security Trustee and the banks and financial institutions named therein as Mezzanine Lenders, setting out the terms and conditions on which the Mezzanine Outstandings will be made available to the Purchaser (as defined in the Facility Agreement).

"Mezzanine Finance Documents" has the meaning given to that term in the Facility Agreement.

"Mezzanine Finance Parties" means the Mezzanine Lenders, the Mezzanine Agent, the Mezzanine Arrangers and the Security Trustee.

"Mezzanine Lenders" means the Lenders as defined in the Mezzanine Facility Agreement.

"Mezzanine Outstandings" means the aggregate amount outstanding at any time in respect of principal under the Mezzanine Facility Agreement.

"person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Real Property" means freehold and leasehold property in England and Wales, heritable or leasehold property in Scotland and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Senior Finance Documents" has the meaning given to that term in the Facility Agreement.

"Security Documents" has the meaning given to that term in the Facility Agreement.

Note (3): The shares described in Schedule (4) (*Investments*) of the Debenture are as follows:

37,503 ordinary shares of £1 each in Bergenia Limited

100,000 ordinary shares of £1 each in Bonningtree Limited

1,000,000 ordinary shares of £1 each in Candess Investments Limited

4,240,656 ordinary shares of £1 each in Essoldo Group Holdings Limited

Name of Company

Gala Leisure (1991) Limited

Company Number

383312

Short particulars of all the property mortgaged or charged

100 ordinary shares of £1 each in Moderne Bingo Southsea Limited

300 ordinary shares of 1p each in Moderne Enterprises Winton Limited

1,000 ordinary shares of £1 each in Tedwick Investment Company Limited

1 ordinary share of 10p each in Zetters Leisure Limited

1,200,000 ordinary shares of £1 each in Kingsway Entertainments Limited

Note (4): The Real Property described in Schedule 3 (*Real Property*) of the Debenture is as follows:**Registered Freeholds**

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
Milburn Road, Ashington , Northumberland, NE63 4QZ	Gala Leisure (1991) Limited		ND59866
High Street, Aylesbury , Bucks, HP20 1SE	Gala Leisure (1991) Limited		BM8505 BM25034
Pontefract Road, Barnsley , Yorks, S71 1AY	Gala Leisure (1991) Limited		SYK295557
North Street, Bedminster , Bristol, BS3 1EN	Gala Leisure (1991) Limited		AV56520
Landsdowne, Christchurch Road, Bournemouth , Dorset, BH1 3JY	Gala Leisure (1991) Limited		DT74050
Spital Street, Dartford , Kent, DA1 2DL	Gala Leisure (1991) Limited		K797583
Foresters Business Park, Sinfin Lane, Derby , DE23 8AG	Gala Leisure (1991) Limited		DY173790
Castle Hill, Dudley , West Midlands, DY1 4QF	Gala Leisure (1991) Limited		SF23236
281 Barking Road, East Ham , London, E6 1LB	Gala Leisure (1991) Limited		NGL52966 EX12240
285, 287, 289, 303, 305 & Temple Works, St John's Road and land on the south side of St John's Road and land on the north side of Barking Road			EX2855 EX16485 EGL319384

Name of Company

Gala Leisure (1991) Limited

Company Number

383312

Short particulars of all the property mortgaged or charged

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
High Street, Kettering , Northants, NN16 8ST	Gala Leisure (1991) Limited		NN142441
Lea Bridge Road, Leyton , London, E10 7LD	Gala Leisure (1991) Limited		EGL338548
Lower Stone Street, Maidstone , Kent, ME15 6JX	Gala Leisure (1991) Limited		K467729
45 Albert Street, Mansfield , Notts, NG18 1EA	Gala Leisure (1991) Limited		P181280 NT264581
St. Anns Well Road, Nottingham , NG3 1ED	Gala Leisure (1991) Limited		NT161802
The Broadway, Pitsea , Basildon, Essex SS13 3AR	Gala Leisure (1991) Limited		EX690183
North Street, Rugby , Warwicks, CV21 2AF	Gala Leisure (1991) Limited		WK1940
Castle Gate, Shrewsbury , Shropshire, SY1 2AG	Gala Leisure (1991) Limited		SL6578
Bath Road, Slough , Berks, SL1 3US	Gala Leisure (1991) Limited		BK292768
793-795 London Road, Thornton Heath , CR4 6AW	Gala Leisure (1991) Limited		SY48160 SY60270
50 Mitcham Road, Tooting SW17 9NA	Gala Leisure (1991) Limited		LN31740 TGL162380 372874 150013

Name of Company
Gala Leisure (1991) Limited

Company Number
383312

Short particulars of all the property mortgaged or charged

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
186 Powis Street, Woolwich , London, SW18 6NL	Gala Leisure (1991) Limited		LN169429
			LN11007
			LN4825
			295741
			296829
			298847
			298845
			LN9932
			LN24100
			LN10030
			194934
			198310
			295822

Unregistered Freeholds

PROPERTY	CHARGORS	
	LEGAL OWNER	BENEFICIAL OWNER
High Street, Acton , London, W3 8BR	Gala Leisure (1991) Limited	
The Broadway, Pitsea , Basildon, Essex SS13 3AR (Part only)	Gala Leisure (1991) Limited	

Registered Leaseholds

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
Marine Road Est, Morecambe , Lancs, LA4 5AY	Gala Leisure (1991) Limited		LA677132
Denby Dale Road, Wakefield , WF1 1JN	Gala Leisure (1991) Limited		WYK487851
186 Powis Street, Woolwich, London SW18 6NL	Gala Leisure (1991) Limited		LN24099 LN8522
49, 68 and 69 Swan Centre, Yardley	Gala Leisure (1991) Limited		WM596732 WM532550 WK167821

Name of Company
Gala Leisure (1991) Limited

Company Number
383312

Short particulars of all the property mortgaged or charged

Unregistered Leaseholds

PROPERTY	CHARGORS		PARTIES	LEASE DATE
	LEGAL OWNER	BENEFICIAL OWNER		
Harrow Street, Hessle Road, Hull , Humberside, HU3 4LB	Gala Leisure (1991) Limited		(1) The Noble Organisation Limited (2) M Noble & P Noble	29/03/1985
London Road, Peterborough , Cambs, PE2 8AJ	Gala Leisure (1991) Limited		(1) Southend Shop Properties Limited (2) Gala Leisure (1991) Limited	11/12/1992

RESTRICTED LEASEHOLD PROPERTIES

Registered Leaseholds

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
Unit B25, North Orbital Trading Estate, St. Albans , AL1 1XB	Gala Leisure (1991) Limited		HD122015
Rowlandsway, Wythenshawe , Manchester, M22 5RJ	Gala Leisure (1991) Limited		LA133320
51 Swan Centre, Yardley	Gala Leisure (1991) Limited		WK167822

Unregistered Leaseholds

PROPERTY	CHARGORS		PARTIES	LEASE DATE
	LEGAL OWNER	BENEFICIAL OWNER		
Spencer Street, Leamington Spa , Warwicks, CV31 3NF	Gala Leisure (1991) Limited		(1) Spa Ballroom (Leamington) Limited (2) Granada Properties Limited	16.07.1981

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 FIXED AND FLOATING SECURITY DOCUMENT DATED THE 17th MARCH 2003 AND CREATED BY GALA LEISURE (1991) LIMITED FOR SECURING ALL MONEYS, DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY OR ANY MEZZANINE FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th APRIL 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC Dan