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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

SR 0002816 2350

395

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use Company number

[117]

383312

Name of company

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

Date of creation of the charge

17 April 2000 (amending a charge originally created on 15 December 1997)

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

Third Supplemental and Accession Deed dated 17 April 2000 between the Company, Gala Group Limited (the "Parent"), Gala Holdings Limited, Gala Leisure Limited, certain other subsidiaries of Gala Holdings Limited, Spicegold Limited, Gala Leisure

(Please see page 1 of continuation sheet 1)

Amount secured by the mortgage or charge

All Secured Sums.

"Borrowers" means the borrowers under the Facilities Agreement and "Borrower" shall be construed accordingly.

"Creditors" means the Lenders, the Agent, the Guarantee Fronting Bank, and any Hedging Bank and "Creditor" is construed accordingly.

"Deposit Agreement and Charge on Cash Deposits" means the agreement dated 15 December 1997 made between the Parent as depositor and the Agent as security agent and trustee for the Lenders as amended and restated by an amending agreement dated 6th July 1998 and further by an amending agreement dated 17 April, 2000 in each case made between the same parties.

(Please see page 2 of 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
Ref: AGB/LYM
4362LYM

Time critical reference

For official use
Mortgage Section



The following property of the Company

(A) the Real Property vested in it as legal owner if and to the extent 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 it 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;

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

(Please see page 4 of continuation sheet 1)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

[Signature] for *[Name]* and *[Name]* Date 27/04/00

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

[†] delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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

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

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Continuation sheet No 1
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)

(1998) Limited, Gala Leisure (1999) Limited, Gala Group Finance Limited ("Gala Finance") and Morgan Guaranty Trust Company of New York (the "Agent") as security agent and trustee (amending the Debenture).

"Debenture" means the debenture dated 15 December 1997 between Gala Group Limited, Gala Holdings Limited, Gala Leisure Limited and certain other subsidiaries of Gala Holdings Limited and the Agent as amended and restated by each of the Supplemental and Accession Deed the Second Supplemental and Accession Deed and the Third 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 Gala Leisure (1999) Limited and Gala Finance) amending and restating the debenture as originally executed on 15 December 1997.

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

"Third Supplemental and Accession Deed" means a supplemental and accession deed dated 17 April 2000 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 and the Second Supplemental and Accession Deed.

"Facilities" means the credit facilities provided by the Facilities Agreement.

"Facilities Agreement" means the agreement dated 15 December 1997 between the borrowers and guarantors referred to in and the lenders listed in Schedule 1 to that agreement, J. P. Morgan Securities Ltd as lead arranger and the Agent as amended and restated pursuant to the Supplemental and Accession Agreement, the Second Supplemental and Accession Agreement and the Third Supplemental and Accession Agreement by virtue of which further persons have become parties to the agreement and under which the Lenders have agreed to make available to the Borrowers credit facilities of up to £200,000,000.

"Guarantee Fronting Bank" means Morgan Guaranty Trust Company of New York as guarantor under any guarantee of the Borrowers' payment obligations under the overdraft facilities available to the Borrowers under the Facilities Agreement issued in favour of an Overdraft Bank in accordance with the Facilities Agreement.

"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 swap referred to in Clause 21.1(Y) of, or the hedging policy generally required by, the Facilities Agreement.

"Lenders" means from time to time the lenders listed in schedule 1 of the Facilities Agreement (and their successors in title) and any other lender which has acquired an interest in the Facilities and excluding any lender which has ceased to have an interest in the Facilities in each case in accordance with the terms of 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, Gala Leisure (1999) Limited and Gala Finance as parties to the Facilities Agreement and "Obligor" is construed accordingly.

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

"Second Supplemental and Accession Agreement" means a supplemental and accession agreement dated 10 June 1999 between the borrowers and guarantors referred to in that agreement and 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, inter alia, to make other persons parties to the facilities agreement and 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 as such deeds and agreements may be amended or restated in the future.

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

Please complete
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(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; and

(xi) 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).

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:

(A) the Debenture;

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

(C) the Standard Securities (in a form agreed between Clifford Chance and Dundas & Wilson) granted in favour of the Agent by the infert heritable proprietors of the properties in Scotland held by members of the Group) over those properties.

(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 page 4 of continuation sheet 2)

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

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

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

CHA 116

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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)

"Supplemental and Accession Agreement" means a supplemental and accession agreement dated on or about 6 July 1998 between the borrowers and guarantors referred to in and the lenders listed in schedule 1 to that agreement, J. P. Morgan Securities Ltd as arranger and the Agent amending and restating the facilities agreement as originally executed on 15 December 1997, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £144,250,000 to £159,250,000.

"Third Supplemental and Accession Agreement" means a supplemental and accession agreement dated 17 April 2000 between the Obligors, the Lenders, J.P. Morgan Securities Ltd as lead arranger and the Agent amending the facility agreement as originally executed on 15 December 1997 as amended by the Supplemental and Accession Agreement and the Second Supplemental and Accession Agreement, inter alia, to make certain other persons parties to the facilities agreement and increase the credit facilities from £169,250,000 to £200,000,000.

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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 (E) above or the Facilities Agreement and expressed to be, or to be supplemental to a document 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 company existing at the time that company is acquired by a member of the Group where the Security is:

- (a) not created in contemplation of that acquisition;
- (b) remains confined to the asset it covered at the date of the acquisition; and
- (c) does not secure any indebtedness not secured by it at the date of the acquisition

"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 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.

"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.

(Please see page 4 of 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 (the "Company")

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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"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 of the Company (other than the Original Shares and any Shares comprised in any Derived Assets) which the Company 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.

"Gala Group Holdings PLC" charge means a charge dated 17 April 2000 made between Gala Group Holdings PLC and the Agent.

"Group" means the Parent and all its subsidiaries (as such term is defined in section 736 of the Companies Act 1985) and Gala Finance.

"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, stocks 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, stocks or Debentures; and
- (iii) units in a Unit Trust Scheme.

"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).

(Please see page 4 of 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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Company Number

383312

Name of Company

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

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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"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);
- (iii) 1,000,000 ordinary shares (having a nominal value of £1 each) in Candess Investments Limited (number 252067); and
- (iv) 4,240,656 ordinary 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 114233);
- (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 £0.01 each) in Moderne Enterprises Winton Limited (number 761724);
- (ix) 1,000 ordinary shares (having a nominal value of 1 each) in Tedwick Investment Company Limited (number 806400)
- (x) 1 ordinary share (having a nominal value of £0.10 in Zetters Leisure Limited (number 2142285).

"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).

"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.

"Shares" means stocks, shares and other securities of any kind.

"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.

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Schedule 1

Part A

Part I - England and Wales

Number	Location	Address	Postcode
1.	Acton	High Street London W3 8BR	Unregistered
2.	Aldershot	The Ritz High Street Aldershot Hants GU11 1DJ	HP517737
3.	Ashington	Essoldo Milburn Road Northumberland NE63 4QZ	ND59866
4.	Ashton	108 Wellington Road Ashton under Lyne Lancashire OL6 6DJ	GM709477
5.	Aylesbury	High Street Aylesbury Bucks HP20 1SE	BM8505 BM25034
6.	Banbury	North Barr Street, Banbury	ON210188
7.	Barkingside	Fairlop Road Barkingside Essex IG6 2EF	EX28110
8.	Barnsley	Pontefract Road Barnsley Yorkshire S71 1AY	SYK295557
9.	Barnsley	Shipley's Bingo Club, New Street, Barnsley	SYK388093
10.	Barrow-in-Furness	Unit A, Hollywood Park, Ironworks Road, Barrow-in-Furness	CU144826
11.	Basildon	Southernhey Basildon Essex SS14 1DH	Unregistered

Number	Location	Address	Registration
12.	Bath	Sawclose Bath Avon BA1 1EY	Unregistered
13.	Bedminster	North Street Bristol Avon BS3 1EN	AV56520
14.	Bournemouth	Lansdowne Christchurch Road Bournemouth Dorset BH1 3JY	DT74050
15.	Bridlington	The Regal The Promenade Bridlington YO15 2QE	HS87069
16.	Brighton	Site 10 Freshfield Industrial Estate Brighton	ESX222587
17.	Bristol	Hengrove Park Hengrove Bristol	Unregistered
18.	Burnley	Centenary Way Burnley BB11 2EJ	LA753177
19.	Burnley	The Empire St. James Street Burnley BB11 1NL	LA517240
20.	Cambridge	The Central 21 Hobson Street Cambridge CB1 1NL	CB54066
21.	Cardiff	Unit C Western Avenue Cardiff	WA791502
22.	Carlisle	Lonsdale Warwick Road Carlisle CA1 1DN	Unregistered
23.	Castleford	Part Road Castleford West Yorkshire WF10 4RS	WYK587667

Number	Location	Address	Plate No.
24.	Chatham	The Ritz 326 and 342 High Street Chatham ME4 4NF	K561789 K103930
25.	Chorley	The Odeon Market Street Chorley PR7 1BD	Unregistered
26.	Colchester	48 Osborne Street Colchester Essex CO2 7DP	EX477034
27.	Coventry	Savoy Buildings Radford Road Coventry Warwickshire CV6 3BU	WK106940 WK14427
28.	Coventry	Hales Street Coventry Warwickshire CV1 1HX	WK70082
29.	Cramlington Midas	Manor Walks Shopping Centre Cramlington Northumberland	Unregistered
30.	Crawley	102-104 High Street Crawley RH10 1BZ	Unregistered
31.	Crawley, New	Kingsgate Queensway RH10 1EN	WSX210896 WSX210899
32.	Crystal Palace	25 Church Road London SE19 2TE	P33677 SGL545342 SGL568868 SGL545046
33.	Darlington	Skinnergate Darlington County Durham DL3 7LX	DU39435
34.	Dartford	Spital Street Dartford Kent DA1 2DL	K797583
35.	Derby	Foresters Business Park 8 Sinfin Lane Derby	DY173790
36.	Derby - Midas	Liversage Street Derby	DY283926

Number	Location	Address	Postcode
37.	Dover	49 Biggin Street Dover CT16 1DB	K404483 K356270
38.	Dudley	Castle Hill Dudley DY1 4QF	SF23236
39.	East Ham	281 Barking Road East Ham London E6 1LB	EGL319384 NGL52966 EX2855 EX12240
40.	East Ham	Temple Works, St. John's Road, East Ham	EX16485
41.	Gateshead	Unit 1 Cameron Retail Park Metro Centre Gateshead Newcastle-upon-Tyne NE11 9XU	Unregistered
42.	Gillingham	The Embassy 48 Green Street Gillingham ME7 1XA	K590556
43.	Gravesend	The Regal Gravesend Kent DA11 0AE	K318292
44.	Grimsby	Pasture Street Grimsby Humberside DN32 9AB	HS278332
45.	Hanley	Albion Square Hanley Stoke on Trent Staffordshire ST1 1QP	Unregistered
46.	Harpurhey	837 Rochdale Road Harpurhey Manchester M9 5XD	GM463157
47.	Harrow	The Dominion Station Road Harrow HA1 2TU	NGL518148
48.	Hereford	44 Berrington Street Hereford HR4 0BJ	Unregistered

49.	Hounslow	78/80 Staines Road Hounslow TW3 3LF	NGL35206
50.	Hove	193 Portland Road Hove BN3 5JB	ESX62932
51.	Hull	Essoldo Social Club 309-315 Hessle Road/Harrow Street Hull	Unregistered
52.	Hull - Astra	Olso Road Sutton Fields Hull Humberside HU8 OYN	HS229493
53.	Irvine	39/43 Townhead, Irvine, Ayreshire KY1	In the process of being registered
54.	Keighley	The Ritz Alice Street BD21 3DA	WYK300474
55.	Kettering	High Street Kettering Northants NN16 8ST	NN142441
56.	King's Heath	The Kingsway Cinema, High Street, King's Heath, Birmingham B14 7BH	WM174837
57.	Kingston upon Thames	The Regal Richmond Road KT2 5ED	P102574
58.	Kirkby	Telegraph Way St. Chads Drive Kirkby Liverpool L32 1TA	Unregistered
59.	Lancaster	King Street Lancaster LA1 1YE	Unregistered
60.	Leamington Spa	Spencer Street Leamington Spa CV31 2NF	Unregistered
61.	Leeds	Seacroft Civic Centre Leeds	WYK142572

Number	Postcode	Address	Registration
62.	Leicester	100 Beaumont Way Beaumont Leys Leicester LE4 1DS	LT266161
63.	Letchworth	Central Approach Letchworth SG6 3DL	Unregistered
64.	Leyton	Lea Bridge Road London E10 7LD	EGL338548
65.	Lincoln	Waterside Saltergate Lincoln LN2 1DH	LL110910
66.	Liverpool	Unit 16 Stonedale Retail Park East Lancaster Road Westerby	MS38220
67.	Longbridge	The Essoldo Cinema, 1375- 1401 Bristol Road, South Longbridge, Birmingham B31 2SU	WM459059
68.	Maidstone	Lower Stone Street Maidstone Kent ME5 6JX	K4677290
69.	Mansfield	45 Albert Street Mansfield Nottinghamshire NG18 1EA	NT264581 PI81280
70.	Medway	Chariot Way Strood Rochester Kent ME2 2SS	K768335
71.	Milton Keynes	The Point Midsummer Boulevard Milton Keynes Buckinghamshire MK9 3NB	Unregistered
72.	Morecambe	Marine Road East Morecambe Lancashire LA4 5AY	LA77132
73.	Newcastle upon Tyne	The Majestic Westgate Street Newcastle upon Tyne NE1 1SW	TY42007

Number	Postcode	Address	Registration
74.	New Cross	263C New Cross Road New Cross London SE14 5UL	TGL128808
75.	Nottingham	St Annes Well Road Nottingham NG3 1ED	NT161802
76.	Nottingham	Gala Way Hucknall Road Bulwell Nottingham	NT299986
77.	Nottingham	New Castle House Castle Boulevard Nottingham	Unregistered
78.	Oxford	Cowley Road Oxford Oxon OX4 1US	ON80610
79.	Peterborough	London Road Peterborough Cambridgeshire PE2 8AJ	Unregistered
80.	Pitsea	The Broadway High Road Pitsea SS13 3AR	Unregistered
81.	Plymouth	Derrys Cross Plymouth Devon PL1 2SW	Unregistered
82.	Poole	Tower Park Poole Dorset BH12 4NY	DT234745
83.	Preston	Lowthian House Market Street Preston PR1 2ES	LA534378
84.	Redditch	Church Road Redditch B97 4AB	Unregistered
85.	Rhyl	The Regent 1-4 High Street Rhyl LL18 3AB	WA439833

Number	Location	Address	Plate
86.	Rotherham	Fitzwilliam Road Aldwarke Lane Rotherham S65 3SR	SYK349221
87.	Rugby	North Street Rugby CV21 2AF	WK1940
88.	Salford	Hankinson Way Salford Manchester M6 5JA	GM798172
89.	Salisbury	The Regal Endless Street Salisbury SP1 1DP	Unregistered
90.	Scunthorpe	Madford Retail Park Brigg Road Scunthorpe North Lincolnshire DN15 6TZ	HS260357
91.	Scunthorpe	Doncaster Road Scunthorpe DW15 7DE	Unregistered
92.	Sheffield	299 Cricket Inn Road The Parkway Sheffield S2 5EU	SYK341920
93.	Shirehampton	20 Station Road Shirehampton BS11 9TX	AV21728
94.	Shrewsbury	Castle Gates Shrewsbury	SL6578
95.	Slough	Bath Road Slough Berkshire SL1 3US	BK292768
96.	Southampton	2/12 Park Street Shirley Southampton SO7 3NR	Unregistered
97.	St. Albans	Unit B25 North Orbital Trading Estate St. Albans AK1 1XB	HD122015
98.	Stevenage	Kings Way Stevenage Leisure Park Stevenage SG1 2UA	HD347852

Number	Location	Address	Vehicle
99.	Stockport	Newbridge Lane Stockport Greater Manchester	GM764042
100.	Stratford	341-353 High Street Stratford London E15 4QX	EGL309890
101.	Sunderland	Pallion New Road Pallion Sunderland SR4 6UA	TY315629 TY326827
102.	Swindon	Unit 17 Greenbridge Retail Park Garrards Way Swindon SN3 3SQ	WT163740
103.	Thornton Heath	793-795 London Road Thornton Heath CR4 6AW	SY48160 SY60270 SGL413083 SGL57830 SY46613 SY326472
104.	Thurrock	Lakeside Leisure Park West Thurrock Way Grays Essex RM20 3WH	Unregistered
105.	Tooting	50 Mitcham Road Tooting London SW17 9NA	150013 LN244395 LN31740 372874 SGL448044
106.	Torquay	Temperance Street Torquay South Devon TQ2 5PU	DN149316
107.	Tottenham	Unit 5 Tottenham Hale Retail Park Broad Lane London N15 4QD	EGL261648
108.	Wakefield	Denby Dale Road Corner George Street Wakefield West Yorkshire WF1 1JN	WYK487851

Number	Location	Address	Reference
109.	Walsall	Jerome Retail Park Midland Road Walsall WS1 3QB	WM572115
110.	Warrington	Unit 1A Cockhedge Centre Warrington Cheshire WS1 2QH	CM394334
111.	Washington	The Galleries Washington Centre Washington Tyne & Wear NE38 7SB	TY342750
112.	Wavertree	Church Road North Wavertree L15 6TE	MS206583
113.	Wellingborough	The Lyric Midland Road Leisure Hall Swansgate Wellingborough NN8 1HA	Unregistered
114.	Wigan	8 Anjou Boulevard Robin Park Wigan WN5 0UJ	GM741492
115.	Wigan	The Ritz Station Road Wigan WN1 1YL	GM781930
116.	Winton	Wimborne Road Winton BH9 2AU	Unregistered
117.	Wolverhampton	Bushbury Lane Wolverhampton	WM315534
118.	Woolwich	Powis Street Woolwich London SE18 6NL	LN10030 LN169429 LN24099 LN11007 295822 LN24100 LN4825 194934 295741 LN8522 296829 198310 298847 298845 LN9932

Number	Location	Address	Postcode
119.	Worcester	21 Foregate Street Worcester WK1 1DN	WR1708
120.	Worthing	Rowlands Road Worthing Sussex BN11 3JS	WSX53690
121.	Wythenshawe	Rowlandsway Wythenshawe Manchester M22 5RG	LA133320
122.	Yardley	Swan Centre Coventry Road Yardley Birmingham B26 1AD	WK167822 WM596732 WK167821 WM532550

Part II - Scotland

Number	Location	Address	Phone No.
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.	Darnley	12 Woodneuk Road Glasgow G53 7RT	
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.	Edinburgh Meadow Bank	2 Moray Park Meadowbank Edinburgh EH7 5TS	
9.	Edinburgh Wester Hailes	2 Westside Plaza Edinburgh	
10.	Falkirk	Kerse Lane Falkirk FK1 1RJ	
11.	Falkirk	Bank Street Falkirk Central FK1 1MB	
12.	Glasgow	167 Hawthorn Street Possil Park Glasgow G22 6HF	

Number	Location	Address	Phone No.
13.	Glenrothes	Carrick Gate Glenrothes Fife KY7 5NT	
14.	Kilmarnock	West George Street/ Portland Street Kilmarnock	
15.	Leven	Kingsway Club Commercial Road Leven KY8 4LA	
16.	Montrose	Kingsway Social Club 12 Hume Street Montrose DD10 8JD	
17.	Paisley	Phoenix Park Linwood Road Paisley PA1 2AB	
18.	Peterhead	Kingsway Social Club 63 Marischal Street Peterhead AB4 6PR	

Part B

Part I - England and Wales

Number	Location	Address	File No
1.	Coventry	Club Rialto Moseley Avenue Coventry	WM509286
2.	Coventry	Brade Drive Walsgrave Coventry	Unregistered
3.	Doncaster	Unit 7 The Wheatley Centre Wheatley Hall Road Doncaster	SYK356095
4.	Hertsmere	Unit 4 Boulevard Park 25 Borehamwood	HD304237
5.	Gloucester	Unit 4 the Peel Centre Gloucester	GR171562
6.	Ipswich	Unit 3 Orwell Retail Park Ranelagh Road Ipswich	SK158249
7.	King's Lynn	The Theatre Royal St. James' Street King's Lynn Norfolk	Unregistered
8.	Nottingham	Unit 1B Castle Retail Park Radford Boulevard Nottingham	NT320466
9.	Sheffield	Unit 1A Kilner Way Halifax Road Wadsley Bridge Sheffield	SYK344194
10.	Southampton	The Atherley Bingo and Social Club 309 Shirley Road Southampton	Unregistered
11.	Southampton	Units 18/20 Lords Hill District Centre Lords Hill Southampton	HP464354

Number	Location	Address	File No.
12.	Southampton	17/21 Portsmouth Road Woolston Southampton	HP13306 HP113307
13.	South Kesteven	Plot 2 Venture Way Grantham	LL62931
14.	Stafford	Unit 10 Queensville Road Retail Park Queensville Stafford	SF350579
15.	Weymouth	18 Crescent Street Weymouth	DT148094
16.	Widnes	Bingo Unit at the Windmill Centre Widnes Cheshire	CH422014
17.	Woking	First Floor Premises at former Asda Store Chertsey Road Woking	SY648709
18.	Wokingham	The Ritz Bingo Club East Hampstead Road Wokingham Berkshire	Unregistered
19.	Woodspring	Unit 2 The Wyvern Centre Western Super Mare	AV248775

Part C

Part I - England and Wales

Number	Location	Address	File No.
1.	Aldridge	Avion Anchor Road Aldridge West Midlands WS9 8PT	WM167521
2.	Ashmore Park	Ashmore Park Bingo Club 377 Lichfield Road Ashmore Park Wednesfield Wolverhampton WV11 1HD	WM180505
3.	Bloxwich	Rosum Bingo Club 631-637 Bloxwich Road Walsall WS3 2BQ	WM583742 WM557099
4.	Cradley Heath	The Majestic Bingo & Social Club Cradley Road Cradley Heath West Midlands B64 6AG	WM135598 WM468874
5.	Erdington	Castle Branwich Kingsbury Road Erdington Birmingham B24 9BR	WM601909
6.	Fenton	Victoria Road Fenton Stoke ST4 2HX	SF171694 SF171695
7.	Great Barr	The Clifton Walsall Road Great Barr Birmingham B42 1LR	WM189264
8.	Leicester	The Roxy Bingo Club Fullhurst Avenue Leicester LE3 1BL	LT9316

Number	Location	Address	Phone No.
9.	South Wigston	The Ritz 53-57 Blaby Road South Wigston Leicester LE8 2PA	LT138052
10.	Stockland Green	The Plaza Marsh Lane and 21 Streetly Road Stockland Green Birmingham B23 7BH	NM141479(FH) WK112450(LH)

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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. 00383312

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD SUPPLEMENTAL AND ACCESSION DEED DATED THE 17th APRIL 2000 AND CREATED BY GALA LEISURE (1991) LIMITED FOR SECURING ALL MONIES AND LIABILITIES WHICH ARE AT THE DATE OF THE DEBENTURE DUE OR TO BECOME DUE FROM ANY OBLIGOR (AS DEFINED) TO ANY CREDITOR (AS DEFINED) UNDER OR IN CONNECTION WITH THE FACILITIES AGREEMENT DATED 15 DECEMBER 1997 A HEDGING CONTRACT THE DEPOSIT AGREEMENT AND CHARGE ON CASH DEPOSITS OR THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MAY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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