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COMPANIES FORM No 395

107 848/13

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

383312

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

Name of Company

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

*insert full name of
company

Date of creation of the charge

11 February 2005

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

Fixed and Floating Security Document (the "Security Document") dated 11 February 2005 between the Company and others and The Royal Bank of Scotland plc as security trustee for the benefit of the Senior Finance Parties and the Mezzanine Finance Parties (the "Security Trustee")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

The Royal Bank of Scotland plc as security trustee for the benefit of the Senior Finance Parties and the Mezzanine Finance Parties

135 Bishopsgate, London

Postcode

EC2M 3UR

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

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

Ref: DZXH/GRAD

For official Use
Mortgage Section

Post room

Time critical reference



(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

Wentelaker

Date 18 February 2005

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

A fee 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, e.g. "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. A Fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.
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

Name of Company

Gala Leisure (1991) Limited

Company Number

383312

Amount secured by the mortgage or charge

The "Liabilities" of the Company, which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any 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.

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 that or any other Chargor), charged in favour of the Security Trustee (for itself and as trustee for the Finance Parties):

1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales (including that described in Part 1 of Schedule 3 (*Real Property*) to the Security Document (as set out in Note (C)) but excluding Unregistered Restricted Leasehold Property) belonging to it at the date of the Security Document provided that, to the extent applicable, the property set out in Part 2 of Schedule 3 (*Real Property*) to the Security Document (as set out in Note (D)) shall not be charged for so long as the Company has completed or is intending to complete the sale of such property by 31 December 2005 or within three months thereafter.

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 Security Document and all Real Property (other than any heritable or leasehold property in Scotland) acquired by it in the future provided that, to the extent applicable, the property set out in Part 2 of Schedule 3 (*Real Property*) to the Security Document (as set out in Note (D)) shall not be charged for so long as the Company has completed or is intending to complete the sale of such property by 31 December 2005 or within three months thereafter.

1.3 Other Assets: by way of first fixed charge, all its present and future:

- (a) Book Debts;
- (b) Bank Accounts;
- (c) Investments (including the shares described in Schedule 4 (*Investments*) to the Security Document, as set out in Note (E));
- (d) uncalled capital and goodwill;
- (e) Intellectual Property;
- (f) beneficial interest in any pension fund;
- (g) plant and machinery (except that mortgaged or charged by the Encumbrance described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above);
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
- (i) 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
- (j) benefit of any Hedging Documents to which it is party, including all moneys payable to the Company under any Hedging Documents to which it is a party.

2 Floating Charge

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 that or any other Chargor), charged in favour of the Security Trustee (for itself and as trustee for the 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 the Encumbrance

Short particulars of all the property mortgaged or charged

described in paragraph 1 (*Fixed Charges*) above or assigned by the Encumbrance described in paragraph 3 (*Assignment*) below 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).

3 Assignment

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

- 3.1** right, title and interest in and to the Assigned Contracts, including all moneys payable to the Company, and any claims, awards and judgments in favour of receivable or received by the Company, under or in connection with pursuant to the Assigned Contracts; and
- 3.2** rights in relation to its Real Property (except those charged by the Encumbrances described in paragraphs 1.1 (*Present Real Property*) and 1.2 (*Future Real Property*) above), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties.

Note (A): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Encumbrance over any Charged Asset, nor do anything else prohibited by Clause 24.1 (*Negative pledge*) of the Senior Facility Agreement or Clause 21.1 (*Negative pledge*) of the Mezzanine Facility Agreement, except as permitted by those clauses.
- 2 Disposal:** The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 24.3 (*Disposals*) of the Senior Facility Agreement or Clause 21.3 (*Disposals*) of the Mezzanine Facility Agreement.
- 3 Conversion by Notice:** The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):
 - 3.1** 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
 - 3.2** while an Enforcement Event is continuing.
- 4 Automatic Conversion: If:**
 - 4.1** the Company takes any step to create any Encumbrance in breach of paragraph 1 (*Security*) of this Note (A) over any of the Charged Assets not subject to a fixed Charge; or
 - 4.2** 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 (B): In this Form, except to the extent that the context requires otherwise:

Short particulars of all the property mortgaged or charged

"2003 Hedging Documents" means the Hedging Documents as defined in the 2003 Senior Facility Agreement.

"2003 Senior Facility Agreement" means the senior facility agreement dated 7 February 2003 (as amended) made between, among others, Gala Group Limited and certain lenders.

"Acceleration Date" means the date (if any) on which the Senior Facility Agent or Facility E Agent gives a notice under Clause 25.20 (*Acceleration*) of the Senior Facility Agreement.

"Ancillary Lender" means a Lender which agrees to make available an ancillary facility in accordance with Clause 8 (*Ancillary Facilities*) of the Senior Facility Agreement.

any reference to **"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*) to the Security Document, as set out in Note (F).

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

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on 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 Security Document or in the future due, owing or payable to the Company 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 Security Document.

"Chargor" means each of the Company and the other companies listed in Schedule 1 (*The Chargors*) to the Security Document.

"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 a Senior Event of Default which has resulted in the Senior Facility Agent or Facility E Agent exercising any of its rights under Clause 25.20 (*Acceleration*) of the Senior Facility Agreement or a Mezzanine Event of Default which has resulted in the Mezzanine Facility Agent exercising any of its rights under Clause 22.20 (*Acceleration*) of the Mezzanine Facility Agreement.

"Facility E Agent" means The Royal Bank of Scotland plc or such other representative appointed in accordance with Clause 21.10 (*Resignation of the Facility E Agent*) of the Intercreditor Deed.

Short particulars of all the property mortgaged or charged

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents.

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 Finance Document, in accordance with the Intercreditor Deed.

"Finance Parties" means the Senior Finance Parties and the Mezzanine Finance Parties.

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

"Group" means Gala Group Limited and its Subsidiaries from time to time.

"Hedging Bank" has the meaning given to such term in the Senior 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, and shall include any 2003 Hedging Document provided that such 2003 Hedging Document is or has been transferred, novated and/or assigned to a Hedging Bank.

"Hedging Letter" means a letter dated 28 January 2005 between the Mandated Lead Arrangers, the Mezzanine Arranger and Gala Group Finance Limited setting out the hedging strategy agreed in relation to the facilities under the Senior Facility Agreement and the facility under the Mezzanine Facility Agreement.

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document 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 Security Document or in the future has an interest.

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document 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" means the intercreditor deed dated 3 February 2005 between, among others, the Senior Facility Agent, the Finance Parties, the Security Trustee, the Mezzanine Facility Agent and the Chargors.

"Investments" of the Company 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

Short particulars of all the property mortgaged or charged

- (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,

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

"Mezzanine Event of Default" means any event or circumstance specified as such in Clause 22 (*Events of Default*) of the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 28 January 2005 between, among others, (1) Gala Group Limited, (2) Intermediate Capital Group PLC as mandated lead arranger (the **"Mezzanine Arranger"**), (3) Intermediate Capital Group PLC as facility agent (the **"Mezzanine Facility Agent"**), (4) the lenders named in that agreement and (5) the Security Trustee.

"Mezzanine Finance Documents" means:

- (a) the Mezzanine Facility Agreement;
- (b) any guarantor accession memoranda under the Mezzanine Facility Agreement;
- (c) any letter or letters dated on or about the date of the Mezzanine Facility Agreement between, as the case may be, the Mezzanine Arranger and Gala Group Finance Limited, the Mezzanine Facility Agent and Gala Group Finance Limited, or the Security Trustee and Gala Group Finance Limited setting out any of the fees referred to in Clause 11 (*Fees*) of the Mezzanine Facility Agreement;
- (d) the Security Document, any fixed and floating security document entered into or to be entered into between the Company and the Security Trustee and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document or any of the obligations of the Company;
- (e) the Intercreditor Deed;
- (f) any certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Mezzanine Facility Agreement or any other form agreed between the Mezzanine Facility Agent and Gala Group Limited; and
- (g) any other document designated as such by the Mezzanine Facility Agent and Gala Group Limited.

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

"Mezzanine Lenders" means the financial institutions listed in Part III of Schedule 1 (*The Original Parties*) to the Mezzanine Facility Agreement as lenders and any bank, financial institution, trust, fund or other entity which has become a Mezzanine Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Mezzanine Facility Agreement which in each case has not ceased to be a Mezzanine Lender in accordance with the Mezzanine Facility Agreement.

"Permitted Sale and Leaseback" has the meaning given to such term in the Senior Facility Agreement.

Short particulars of all the property mortgaged or charged

any reference to a "**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).

"Restricted Leasehold Property" means any leasehold Real Property (other than (a) the unregistered leasehold interest in 9-11 Market Street Chorley, (b) long leasehold Real Property interests acquired by the Company after the date of the Security Document or (c) leases entered into after the date of the Security Document pursuant to any Permitted Sale and Leaseback) which may not be charged under the terms of the lease under which that Real Property is held by the Company without the consent of any third party and which is identified in the Security Document as "Restricted Leasehold Property", as set out in Note (G).

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

"Senior Facility Agreement" means the senior facility agreement dated 28 January 2005 between, amongst others, (1) Gala Group Limited, (2) Merrill Lynch International and The Royal Bank of Scotland plc as mandated lead arrangers (the "**Mandated Lead Arrangers**"), (3) the lenders named in that agreement, (4) The Royal Bank of Scotland plc as facility agent (the "**Senior Facility Agent**"), (5) the Security Trustee and (6) The Royal Bank of Scotland plc as issuing bank (the "**Issuing Bank**").

"Senior Finance Documents" means:

- (a) the Senior Facility Agreement;
- (b) any document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Senior Facility Agreement;
- (c) any document setting out the terms of an ancillary facility made available by an Ancillary Lender in accordance with Clause 8 (*Ancillary Facilities*) of the Senior Facility Agreement;
- (d) any letter or letters dated on or about the date of the Senior Facility Agreement between, as the case may be, the Mandated Lead Arrangers and Gala Group Finance Limited, the Senior Facility Agent and Gala Group Finance Limited, the Security Trustee and Gala Group Finance Limited or the Issuing Bank and Gala Group Limited (or Gala Group Finance Limited, as the case may be) setting out any of the fees referred to in Clause 14 (*Fees*) of the Senior Facility Agreement;
- (e) any Hedging Documents;
- (f) the Hedging Letter;
- (g) the Security Document, any fixed and floating security document entered into or to be entered into between the Company and the Security Trustee and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document or any of the obligations of the Company;
- (h) the Intercreditor Deed;

Short particulars of all the property mortgaged or charged

- (i) any agreement to be entered into between the parties to the Senior Facility Agreement to novate rights and obligations under the Senior Facility Agreement to persons becoming parties to the Senior Facility Agreement as a result of the co-underwriting or syndication of the facilities under the Senior Facility Agreement; and
- (j) any other document designated as such by the Senior Facility Agent and Gala Group Limited together.

"Senior Finance Parties" means the Senior Facility Agent, the Facility E Agent (effective from the Acceleration Date and without appointment of the Senior Facility Agent as its agent), an Ancillary Lender, the Mandated Lead Arrangers, the Issuing Bank, a Senior Lender or the Security Trustee and (only (unless stated therein) for the purpose of the Security Document, any fixed and floating security document entered into or to be entered into between the Company and the Security Trustee or any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document or any of the obligations of the Company) is deemed to include a Hedging Bank.

"Senior Lenders" means the financial institutions listed in Part III of Schedule 1 (*The Original Parties*) to the Senior Facility Agreement as lenders and any bank, financial institution, trust, fund or other entity which has become a Senior Lender in accordance with Clause 26 (*Changes to the Lenders*) of the Senior Facility Agreement which in each case has not ceased to be a Senior Lender in accordance with the terms of the Senior Facility Agreement.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of Clause 23 (*Financial Covenants*) of the Senior Facility Agreement and Clause 20 (*Financial Covenants*) of the Mezzanine Facility Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Unregistered Restricted Leasehold Property" means Restricted Leasehold Property (or any leasehold Real Property which would be a Restricted Leasehold Property but for the fact that it may be charged under the terms of the lease under which it is held without the consent of any third party) which is not already the subject of first registration at H.M. Land Registry but would be required to be if charged by way of first legal mortgage by the Encumbrance described in paragraph 1.1 (*Present Real Property*) above.

any reference to the **"Ancillary Lender"**, the **"Company"**, **"Facility E Agent"**, the **"Issuing Bank"**, any **"Mandated Lead Arrangers"**, the **"Mezzanine Arranger"**, the **"Mezzanine Facility Agent"**, any **"Mezzanine Finance Party"**, any **"Mezzanine Lender"**, the **"Security Trustee"**, the **"Senior Facility Agent"**, any **"Senior Finance Party"** or any **"Senior Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

Name of Company
Gala Leisure (1991) Limited

Company Number
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Short particulars of all the property mortgaged or charged

Note (C): The Real Property specified in Part 1 of Schedule 3 (*Real Property*) to the Security Document is as follows:

REGISTERED FREEHOLDS

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
BINGO DIVISION			
Pontefract Road, Barnsley , Yorks S71 1AY	Gala Leisure (1991) Limited	Gala Leisure Limited	SYK295557
North Street, Bedminster , Bristol BS3 1EN	Gala Leisure (1991) Limited	Gala Leisure Limited	AV56520
Landsdowne, Christchurch Road, Bournemouth , Dorset BH1 3JY	Gala Leisure (1991) Limited	Gala Leisure Limited	DT74050
Spital Street, Dartford , Kent DA1 2DL	Gala Leisure (1991) Limited	Gala Leisure Limited	K797583
Foresters Business Park, Sinfen Lane, Derby DE23 8AG	Gala Leisure (1991) Limited	Gala Leisure Limited	DY173790
Castle Hill, Dudley , West Midlands DY1 4QF	Gala Leisure (1991) Limited	Gala Leisure Limited	SF23236
281 Barking Road, East Ham , London E6 1LB	Gala Leisure (1991) Limited	Gala Leisure Limited	NGL52966 EX12240 EX2855 EX16485 EGL319384
High Street, Kettering , Northants NN16 8ST	Gala Leisure (1991) Limited	Gala Leisure Limited	NN142441
Lea Bridge Road, Leyton , London E10 7LD	Gala Leisure (1991) Limited	Gala Leisure Limited	EGL338548
Lower Stone Street, Maidstone , Kent ME15 6JX	Gala Leisure (1991) Limited	Gala Leisure Limited	K467729
45 Albert Street, Mansfield , Notts NG18 1EA	Gala Leisure (1991) Limited	Gala Leisure Limited	P181280 NT264581
St. Anns Well Road, Nottingham NG3 1ED	Gala Leisure (1991) Limited	Gala Leisure Limited	NT161802
The Broadway, Pitsea , Basildon, Essex SS13 3AR	Gala Leisure (1991) Limited	Gala Leisure Limited	EX690183
North Street, Rugby , Warwicks CV21 2AF	Gala Leisure (1991) Limited	Gala Leisure Limited	WK1940

Name of Company

Gala Leisure (1991) Limited

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PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
Castle Gate, Shrewsbury , Shropshire SY1 2AG	Gala Leisure (1991) Limited	Gala Leisure Limited	SL6578
Bath Road, Slough , Berks SL1 3US	Gala Leisure (1991) Limited	Gala Leisure Limited	BK292768
793-795 London Road, Thornton Heath CR4 6AW	Gala Leisure (1991) Limited	Gala Leisure Limited	SY48160 SY60270
50 Mitcham Road, Tooting SW17 9NA	Gala Leisure (1991) Limited	Gala Leisure Limited	LN31740 TGL162380 372874 150013
186 Powis Street, Woolwich , London SW18 6NL	Gala Leisure (1991) Limited	Gala Leisure Limited	LN169429 LN11007 LN4825 295741 296829 298847 298845 LN9932 LN24100 LN10030 194934 198310 295822
Milburn Road, Ashington , Northumberland, NE63 4QZ	Gala Leisure (1991) Limited	Gala Leisure Limited	ND59866
High Street, Aylesbury , Bucks, HP20 1SE	Gala Leisure (1991) Limited	Gala Leisure Limited	BM8505 BM25034

REGISTERED LEASEHOLDS

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
BINGO DIVISION			
Marine Road Estate, Morecambe, Lancs LA4 5AY	Gala Leisure (1991) Limited	Gala Leisure Limited	LA677132
Denby Dale Road, Wakefield WF1 1JN	Gala Leisure (1991) Limited	Gala Leisure Limited	WYK487851
186 Powis Street, Woolwich, London SW18 6NL	Gala Leisure (1991) Limited	Gala Leisure Limited	LN24099 LN8522

Name of Company
Gala Leisure (1991) Limited

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Short particulars of all the property mortgaged or charged

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
7, 69 and part of Tivoli Centre, Swan Centre, Yardley	Gala Leisure (1991) Limited	Gala Leisure Limited	WM596732 WM794613 WK167821

RESTRICTED LEASEHOLD PROPERTIES

REGISTERED LEASEHOLDS

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
BINGO DIVISION			
Rowlandsway, Wythenshawe, Manchester M22 5RJ	Gala Leisure (1991) Limited	Gala Leisure Limited	LA133320
51 Swan Centre, Yardley	Gala Leisure (1991) Limited	Gala Leisure Limited	WK167822

UNREGISTERED LEASEHOLDS

PROPERTY	CHARGORS		PARTIES	LEASE DATE
	LEGAL OWNER	BENEFICIAL OWNER		
BINGO DIVISION				
Spencer Street, Leamington Spa , Warwicks CV31 3NF	Gala Leisure (1991) Limited	Gala Leisure Limited	(1) Spa Ballroom (Leamington) Limited (2) Granada Properties Limited	16/07/1981

Note (D): The property specified in Part 2 of Schedule 3 (*Real Property*) to the Security Document is as follows:

Pre-approved Real Property

PROPERTY	DESCRIPTION	DIVISION	TENURE
793-795 London Road, Thornton Heath CR4 6AW	Bingo club	Bingo	Freehold

Note (E): The Investments specified in Schedule 4 (*Investments*) to the Security Document are as follows:

300 ordinary shares of £0.01 each in Moderne Enterprises Winton Limited

Name of Company

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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

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

1 ordinary share of £0.10 in Zetters Leisure Limited.

Note (F): The Assigned Contracts specified in Schedule 5 (*Assigned Contracts*) to the Security Document are as follows:

Agreement relating to the sale and purchase of the entire issued share capital of Gala Group II Limited dated 7 February 2003 between the Institutional Sellers named therein, the Management Sellers named therein, Gala Group Limited, Gala Group Two Limited, Gala Electric Casinos Limited, Gala Group Finance Limited and Gala Group II Limited.

Note (G): The Real Property which is identified in the Security Document as "Restricted Leasehold Property" is as follows:

REGISTERED LEASEHOLDS

PROPERTY	CHARGORS		TITLE NUMBER
	LEGAL OWNER	BENEFICIAL OWNER	
BINGO DIVISION			
Rowlandsway, Wythenshawe , Manchester M22 5RJ	Gala Leisure (1991) Limited	Gala Leisure Limited	LA133320
51 Swan Centre, Yardley	Gala Leisure (1991) Limited	Gala Leisure Limited	WK167822

UNREGISTERED LEASEHOLDS

PROPERTY	CHARGORS		PARTIES	LEASE DATE
	LEGAL OWNER	BENEFICIAL OWNER		
BINGO DIVISION				
Spencer Street, Leamington Spa , Warwicks CV31 3NF	Gala Leisure (1991) Limited	Gala Leisure 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 11th FEBRUARY 2005 AND CREATED BY GALA LEISURE (1991) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 18th FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —