

CHA 116

Declaration in relation to assistance for the acquisition of shares

155(6)a

Please do not
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Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

T	-	T	-	T	-
I		I		I	
L	-	L	-	L	-

863359

Note

Please read the notes
on page 3 before
completing this form.

Name of company

* THE BLACKPOOL PIER COMPANY LIMITED

* insert full name
of company

• insert name(s) and address(es) of all the directors

*We ERIC KILBY AND KATHRYN REVITT both of
~~THE~~ WINTER GARDENS, CHURCH STREET
BLACKPOOL

† delete as appropriate

~~[the sole director]~~ [all the directors][†] of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

(e) that of a ~~recognised bank~~ ~~licensed institution~~ within the meaning of the Banking Act 1979

(b) that of a person authorised under section 8 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom

(c) something other than the above\$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[illegible]

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~†

The number and class of the shares acquired or to be acquired is: 10 ordinary shares of £1 each and 675 deferred shares of £1 each

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

Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR

DX: 58 London
PYS/T285-21/1556a-1

For official Use

General Section

Post room



A10 *A76SR9BQ* 438
COMPANIES HOUSE 04/09/98

The assistance is to be given to: (note 2) LEISURE PARCS LIMITED

(REGISTERED NUMBER 3127502) WHOSE REGISTERED OFFICE IS AT WINTER GARDENS, CHURCH
STREET, BLACKPOOL

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

The assistance will take the form ~~of~~:

AS SET OUT IN EXHIBIT "A" TO THIS STATUTORY DECLARATION

The person who ~~has acquired~~ [will acquire][†] the shares is:

[†] delete as
appropriate

LEIURE PARCS LIMITED

The principal terms on which the assistance will be given are:

SET OUT IN EXHIBIT "B" ANNEXED TO THIS STATUTORY DECLARATION

The amount of cash to be transferred to the person assisted is £ APART FROM THE LOAN REFERRED TO IN
EXHIBIT A, NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is 1 SEPTEMBER 19 94

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

* delete either (a) or
(b) as appropriate

*We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date~~* (note 3)

(b) ~~It is intended to commence the winding-up of the company within 12 months of that date and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up~~* (note 3)

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 110 Cannon Street W. T. 111
117 of Cannon

Declarants to sign below

the 1st day of September
one thousand nine hundred and ninety eight

before me T. Charles T. Hanson

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Declaration in relation to assistance for the acquisition
of shares pursuant to Section 155(6) of Companies Act 1985

This is the Exhibit marked "A" referred to in the statutory declaration of **ERIC KILBY**
and **KATHRYN REVITT** declared this **1st** day of September 1998.

Before me,


A Solicitor/Commissioner for Oaths

**EXHIBIT A to the statutory declaration of the directors of
The Blackpool Pier Company Limited
pursuant to Section 155(6) Companies Act 1985**

The form which the assistance is to take

- A. The advancing of an unsecured interest free on demand loan to Leisure Parcs Limited (the "Borrower") of £68,000.
- B. By way of security for all obligations of the Borrower and the companies named at (a) below to The Governor and Company of the Bank of Scotland (the "Bank"):
 - (a) an unlimited guarantee (the "Guarantee") by the Company of all money, obligations and liabilities from time to time owing by the Borrower, Eastbourne Pier Company Limited, and/or The Savoy Hotel (Blackpool) Limited to the Bank;
 - (b) a debenture (the "Debenture") containing first fixed (where appropriate by way of legal mortgage) and floating charges over all the undertaking property and assets of the Company; and
 - (c) a legal charge (the "Legal Charge") over Central Pier, South Pier and North Pier and Strand and Back Queen Street and Llandudno Pier, Llandudno, Gwynedd.

Declaration in relation to assistance for the acquisition
of shares pursuant to Section 155(6) of Companies Act 1985

This is the Exhibit marked "B" referred to in the statutory declaration of ERIC KILBY
and KATHRYN REVITT declared this 1st day of September
1998.

Before me,



Solicitor/Commissioner for oaths.

EXHIBIT B to the statutory declaration of the directors of
The Blackpool Pier Company Limited
pursuant to Section 155(6) Companies Act 1985
the principal terms on which the assistance will be given

Words and expressions used in this Exhibit B shall (when defined herein) bear the meanings assigned to them in Exhibit A of the aforesaid statutory declaration and in the Agreement (as defined in Exhibit A).

1. THE LOAN

The advancing of an unsecured interest free on demand loan to Leisure Parcs Limited (the "Borrower") of £68,000.

2. THE GUARANTEE

2.1 In respect of the Guarantee the Company will unconditionally guarantee the payment or discharge of all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by the Borrower, Eastbourne Pier Company Limited, and/or The Savoy Hotel (Blackpool) Limited to the Bank whether actually or contingently and whether incurred solely, severally or jointly and whether as principal or surety and whether on account of money advanced, bills of exchange, promissory notes, guarantees, indemnities or otherwise, including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur (including for any advances made by the Bank during the three months' period of notice referred to in Clause 6 of the Guarantee or in relation to any other liability to the Borrower, Eastbourne Pier Company Limited, and/or The Savoy Hotel (Blackpool) Limited to the Bank), together with:-

- (a) (on a full indemnity basis) all costs and expenses (including without limitation legal costs) recoverable by the Bank from the Borrower, Eastbourne Pier Company Limited, and/or The Savoy Hotel (Blackpool) Limited;
- (b) (on a full indemnity basis) all costs and expenses (including without limitation legal costs) charged or incurred by the Bank in perfecting or in or about the recovery or attempted recovery of money due to the Bank under the Guarantee; and
- (c) interest calculated and accruing daily from demand in accordance with the usual Bank rates and practice on the two sub-paragraphs above

(the "Secured Liabilities")

and shall on demand on writing pay or discharge them to the Bank.

- 2.2 The Company's liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Company had been a principal debtor instead of the Borrower.

3. DEBENTURE

The Company will charge to the Bank as a continuing security and with full title guarantee for the payment or discharge of all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under the Debenture:

- 3.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule to this exhibit) now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- 3.2 by way of fixed charge:-
- (a) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - (b) all present and future interest of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
 - (c) all the Company's goodwill and uncalled capital for the time being;
 - (d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and

claims to which the Company is now or maybe entitled under any contracts;

- (e) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (f) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under Clause 3(d));
- (g) all present and future plant and machinery not otherwise charged under this Clause 3 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and
- (h) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

3.3 by way of floating charge all the property and undertaking of the Company (the "Assets") not effectively otherwise charged by this Clause 3, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in Clause 3.2.

4. LEGAL CHARGE

The Company will charge to the Bank as a continuing security and with full title guarantee for the payment or discharge of all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping

the Company's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well after as before any demand made or decree obtained under the Legal Charge:

- 4.1 by way of legal mortgage the Property;
- 4.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- 4.3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- 4.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;
- 4.5 by way of assignment the Rental Sums (as defined in the Legal Charge) together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the debt secured by the Legal Charge;
- 4.6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Legal Charge; and
- 4.7 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

SCHEDULE TO EXHIBIT

Central Pier, South Pier
North Pier and
27 (Now 29) The Strand and Back Queen Street
Blackpool
Lancashire
Llandudno Pier,
Llandudno, Gwynedd

KPMG

St James' Square
Manchester M2 6DS

Tel +44 (0) 161 838 4000
Fax +44 (0) 161 838 4040
Telex 668265 PMMMAN G
DX 718187 Manchester 3

The Directors
The Blackpool Pier Company Limited
Gleadhill House
Dawbers Lane
Euxton
CHORLEY
PR7 6EA

1 September 1998

Dear Sirs

Auditors' report to the directors of The Blackpool Pier Company Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 1 September 1998 in connection with the proposal that the Company should give financial assistance for the purchase of the Company's ordinary and deferred shares. We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

KPMG

KPMG
Registered Auditors

