

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

WAT  
£10  
054755

# 395

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

CHFP025

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

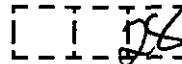
\* insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



1767042

Name of company

\* MARTIN DAWN PLC

Date of creation of the charge

21 DECEMBER 1999

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

DEBENTURE

Amount secured by the mortgage or charge

ALL AMOUNTS OWING BY THE COMPANY UNDER OR PURSUANT TO THE LOAN AGREEMENT AND ALL OTHER AMOUNTS PAYABLE BY THE COMPANY UNDER THIS DEBENTURE AND ALL AMOUNTS OWED BY MARTIN DAWN (EA) LIMITED PURSUANT TO THE MARTIN DAWN (EA) LIMITED CHARGE.

"LOAN AGREEMENT" AN AGREEMENT MADE BETWEEN THE COMPANY AND THE LENDER WHEREBY THE LENDER HAS AGREED TO MAKE AVAILABLE TO THE COMPANY A TERM LOAN OF £2,000,000 ON THE TERMS AND CONDITIONS CONTAINED IN THE LOAN AGREEMENT.

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

DELANCEY SOUTHEAST (UK) LIMITED  
40 QUEEN ANNE STREET  
LONDON

Postcode W1M 3EL

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

Olswang  
90 Long Acre  
London  
WC2E 9TT

REF:KTS/MPL/7404.1/603026

Time critical reference

For official Use  
Mortgage Section

Post room



A06  
COMPANIES HOUSE

0141  
23/12/99

Short particulars of all the property mortgaged or charged

1.1 The Company with full title guarantee charged to the Lender by way of second fixed charge (and as regards all those parts of the freehold property in England and Wales now vested in the Company by way of second legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets both present and future from time to time owned by the Company or in which the Company may from time to time have an interest:

1.1.1. all freehold and leasehold property of the Company (including without limitation the property specified below) and all liens charges options agreements rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same except the Exempt Property.

1.1.2 all plant machinery (other than that charged by clause 1.1.1) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same;

1.1.3 all stocks shares bonds and securities of any kind whatsoever except

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Olsury*

Date

21/12/99

On behalf of ~~company~~ (mortgagee/chargee) †

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

† 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.
- 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

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

for the SEL Shares whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion redemption bonus preference option dividend distribution interest or otherwise in respect thereof;

1.1.4 all book and other debts revenues and claims whether actual or contingent whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it and the full benefit of all insurance policies and all proceeds of such insurance policies and all things in action which may give rise to any debt revenue or claim together with the full benefit of any Encumbrances Collateral Instruments and any other rights relating to any Encumbrances and Collateral Instruments including without limitation reservations of proprietary rights rights of tracing and unpaid vendor's liens and associated rights;

1.2 The Company with full title guarantee charged to the Lender by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future but excluding any property or assets from time to time or for the time being effectively charged to the Lender by way of fixed charge pursuant to clause 1.1.

"Exempt Property" the freehold property known as Crescent House, 51 High Street, Billericay, Essex.

"SEL Shares" the 500 shares of £1 each in South Eastern Leisure UK Limited (No 3685980) held by the Company.

"EMCUMBRANCE" any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the Company;

"COLLATERAL INSTRUMENTS" negotiable and non-negotiable instruments guarantees indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay discharge or be responsible directly or indirectly for any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"SECURED OBLIGATIONS" all amounts owing by the Company under or pursuant to the Loan Agreement and all other amounts payable by the Company under this Debenture and all amounts owed by Martin Dawn (EA) Limited pursuant to the Martin Dawn (EA) Limited charge;

"PROPERTY" LAND AT EASTERN AVENUE, SOUTHEND-ON-SEA, ESSEX  
LAND AT REAR OF 421, 425, 427, RAYLEIGH ROAD, THUNDERSLEY, ESSEX  
LAND TO THE WEST OF WENSLEY ROAD, THUNDERSLEY, ESSEX, LAND TO THE NORTH  
WEST OF FERRY ROAD, SOUTH BENFLEET, ESSEX (TITLE NO. EX512215)  
LAND AT BLUNTS WALL LANE, BILLERICAY, ESSEX (TITLE NO. EX552172)  
LAND AT 114 MALDON ROAD, GREAT BADDOW, ESSEX (TITLE NO. EX517761)  
LAND AT THE REAR OF IVY VILLAS, GARDINERS LANE SOUTH, BASILDON, ESSEX  
(TITLE NO. EX579656), LAND ADJACENT TO 344 BENFLEET ROAD, BENFLEET,  
ESSEX, (TITLE NO. EX51733/EX55216)

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binding margin

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

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

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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. 01767042

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st DECEMBER 1999 AND CREATED BY MARTIN DAWN PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DELANCEY SOUTHEND (UK) LIMITED PURSUANT TO THE LOAN AGREEMENT AND THIS DEBENTURE AND ALL MONIES DUE FROM MARTIN DAWN (EA) LIMITED PURSUANT TO THE MARTIN DAWN (EA) LIMITED CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2000.

*DX*  
*AS*



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES