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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

243439 2067231

Name of company

\* BLMS LIMITED ("the Company")

Date of creation of the charge

3rd August 1998

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 3rd August 1998 or may at any time thereafter be due, owing or incurred pursuant to the Revolving Credit Facility to the Security Beneficiaries by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Security Beneficiaries at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever in connection with the Revolving Credit Facility and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries for keeping any Group Company's account in connection with the Revolving Credit Facility but excluding any such indebtedness, liabilities and obligations which would constitute financial assistance as defined in and prohibited by Sections 151, 152 and 154 of the Companies Act 1985, unless the provisions of Sections 155-158 of the Companies Act 1985 are complied with or the assistance is not prohibited under Section 153 of that Act ("the Secured Obligations").

*continued on continuation sheet 1, page 2*

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

THE ROYAL BANK OF SCOTLAND PLC, Waterhouse Square, 138-142 Holborn, London EC1N 2TH (as security trustee for the Security Beneficiaries) ("the Security Trustee")

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

Dibb Lupton Alsop  
125 London Wall  
London EC2Y 5AE

PJC/ams/banking

i:\swana\wpdata\forms\BLMS.deb

Time critical reference

For official use  
Mortgage Section

Post room



A17 \*AZIEF8W0\* 67?  
COMPANIES HOUSE 20/08/98

**1. FIXED AND FLOATING CHARGES**

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed:-

1.1 The Company charged (to the extent that it is able to do so) to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first legal mortgage:-

1.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in Part I of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

*continued on continuation sheet 1, page 4*

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Dibb Lynton Alcock*

Date

*19/8/98*

On behalf of [company] mortgagee/chargee<sup>†</sup>

<sup>†</sup>delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures 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.

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

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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Company Number

243439

Name of Company

BLMS LIMITED ("the Company")

Limited\*  
xxxxxx

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**NOTE.**

In this form:-

"the Act" means the Law of Property Act 1925;

"**Acquisition Documents**" means the Acquisition Agreement (as more particularly defined in the Facilities Agreement) and all other documents, agreements, transfers, instruments and certificates executed pursuant or in connection with the Acquisition Agreement and to which any Group Company is a party;

"**Agent**" means The Royal Bank of Scotland plc;

"**Charged Property**" means the property referred to in Clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"**Disposal**" means any sale, lease, transfer or other disposal of all or any part of the assets of any Group Company;

"**Event of Default**" means any of the events specified in Clause 24 (Default) of the Facilities Agreement;

"**Facilities Agreement**" means the facilities agreement dated 31st July 1998 between (1) Leisure Link Group Limited and (2)-(6) The Royal Bank of Scotland plc in its capacities as Arranger, Agent, Security Trustee, the Original Bank, the Working Capital Bank and the Hedging Counterparty (all as more particularly defined in the Facilities Agreement);

"**Group**" means Leisure Link Group Limited and its Subsidiaries from time to time,

"**Group Company**" means any of them and "**Group Companies**" means all of them;

"**Guarantee**" means the Guarantee contained in Clause 2 of the Deed as extended by the Third Schedule thereto;

"**Intellectual Property**" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World as at 3rd August 1998 or at any time thereafter belonging to or created by or assigned to the Company;

"**Permitted Disposals**" means:-

- (i) Disposals by any Group Company of assets (including for the avoidance of doubt the Disposal of gaming machines other than a Material Disposal of Gaming Machines (as more particularly defined in the Facilities Agreement) which are not subject to a fixed charge and which are being disposed of for fair value and on arm's length terms in the ordinary and usual course of the trading of that Group Company and for the purpose of carrying on its business; or
- (ii) Disposals by one Charging Company (as more particularly defined in the Facilities Agreement) to another Charging Company; or
- (iii) Disposals constituting the expenditure of cash for any purposes not restricted by the Facilities Agreement; or
- (iv) provided no Event of Default or Potential Event of Default has occurred which has not been waived by the Agent or remedied, Disposal of assets (other than Intellectual Property Rights (as more particularly defined in the Facilities Agreement) and Properties) in exchange for other assets, comparable or superior as to type, value and quality; or

*continued on continuation sheet 2, page 2*

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

**Please complete  
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- 1.1.2 all other freehold and leasehold interests in the properties vested in it as at 3rd August 1998 but title to which is not registered at HM Land Registry described in Part II of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 1.2 Without prejudice to Clause 4.1 of the Deed the Company assigned by way of security to the Security Trustee (for the benefit of the Security Beneficiaries) all its beneficial interest in:-
- 1.2.1 all the freehold and leasehold properties title to which is registered at HM Land Registry described in Part I of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 1.2.2 all other freehold and leasehold properties vested in it as at 3rd August 1998 but title to which is not registered at HM Land Registry described in Part II of the Schedule together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 1.3 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge:-
- 1.3.1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal mortgage pursuant to Clauses 4.1 and 4.2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party and excluding, for the avoidance of doubt, the property set out in Part 2 of Schedule 7 of the Facilities Agreement) and its fixed plant and machinery at any time thereon;
- 1.3.2 all estates and interests not before effectively charged as at 3rd August 1998 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 3rd August 1998 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 3rd August 1998 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

*continued on continuation sheet 2, page 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 2  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

243439

Name of Company

BLMS LIMITED ("the Company")

Limited\*  
XXXXXX

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
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- (v) provided no Event of Default or Potential Event of Default has occurred which has not been waived by the Agent or remedied Disposals on arm's length terms of surplus obsolete or redundant plant equipment or other assets (apart from freehold or leasehold property) not required for the efficient operation of its business; or
- (vi) provided no Event of Default or Potential Event of Default has occurred which has not been waived by the Agent or remedied Disposals of capital assets (other than Intellectual Property Rights (as more particularly defined in the facilities Agreement) and Properties) when the proceeds of the disposal are reinvested in other capital assets within 3 months of the disposal occurring provided that forthwith upon receipt of such disposal proceeds, such proceeds shall be paid over to and be held by the Security Trustee in a Cash Collateral Account (as more particularly defined in the Facilities Agreement) pending such reinvestment (in the absence of such reinvestment the disposal proceeds shall be applied to prepay the Facilities in accordance with Clause 14.3 (Proceeds of Disposals) of the Facilities Agreement;
- (vii) Disposals to which the Agent (acting on the instructions of the Majority Banks (as more particularly defined in the Facilities Agreement) unless otherwise provided for in the Facilities Agreement) has given its prior written consent;
- (viii) Disposals representing the transfer of legal title to Properties as part of arrangements to vest such title in any Charging Company (as more particularly defined in the Facilities Agreement);
- (ix) Disposals of assets (other than any interest in shares, Intellectual Property Rights (as more particularly defined in the Facilities Agreement) and/or Properties) up to a maximum aggregate value for all such Disposals in any Accounting Period (as more particularly defined in the Facilities Agreement) of £50,000;
- (x) Disposals of the Surplus Properties (as more particularly defined in the Facilities Agreement) for fair value on arm's length terms;
- (xi) Disposals of the Excluded Properties (as more particularly defined in the Facilities Agreement);

**"Permitted Security Interest" means:**

- (i) a lien or right of set-off arising between Charging Companies (as more particularly defined in the Facilities Agreement) or in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect);
- (ii) Security Interest arising by operation of law with respect to Taxes (as more particularly defined in the Facilities Agreement);
- (iii) Security Interest over goods and documents of title to goods arising in the ordinary course of business letter of credit and other documentary credit transactions entered into in the ordinary course of trading and relating to those goods;
- (iv) a Security Interest which the Agent (acting on the instructions of the Majority Banks (as more particularly defined in the Facilities Agreement)) has at any time in writing agreed shall be a Permitted Security Interest;
- (v) a Security Interest (including any netting arrangements) arising under the Banking Documents (as defined in the Facilities Agreement);
- (vi) a Security Interest arising by way of title-retention to goods by the supplier of those goods where those goods are acquired on credit in the ordinary course of business of the relevant Group Company;

*continued on continuation sheet 3, page 2*



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

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- 1.3.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 3rd August 1998 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 1.3.4 the goodwill of the Company and its uncalled capital as at 3rd August 1998 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
- 1.3.5 all Intellectual Property;
- 1.3.6 all plant, vehicles and machinery as at 3rd August 1998 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress (for the avoidance of doubt, gaming machines owned by the Company shall be deemed to form part of its stock in trade));
- 1.3.7 all chattels as at 3rd August 1998 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 1.3.8 all Receivables;
- 1.3.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("the Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;
- 1.3.10 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.
- 1.4 The Company charged to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.
- 1.5 In pursuance of Clause 4.3.10 of the Deed the Company assigned to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and / or compensation which may be payable to it in respect thereof and the Company shall, upon the request of the Security Trustee, forthwith serve written notice upon the Vendors of such assignment.

*continued on continuation sheet 3, page 4*

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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

243439

Name of Company

BLMS LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**"Potential Event of Default"** means any event, occurrence or circumstance which, with the giving of notice and/or the lapse of time or the making of any determination under the Facilities Agreement would constitute an Event of Default;

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**"Properties"** means all interests of the Group Companies in freehold heritable or leasehold property or real property;

**"Receivables"** means all present and future book debts, rentals, royalties, fees, amounts receivable under Hedging Arrangements (as more particularly defined in the Facilities Agreement), VAT and all other amounts recoverable or receivable by the Company from other persons due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

**"Receiver"** means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

**"Revolving Credit Facility"** means the revolving credit facility (including the Working Capital Facility (as more particularly defined in the Facilities Agreement) (if any)) in the maximum principal amount of £5,000,000 made available to the Borrowers (as more particularly defined in the Facilities Agreement) pursuant to Clause 2 (The Facilities) of the Facilities Agreement;

**"Security Beneficiaries"** means the Agent, the Banks, the Working Capital Bank and (provided the Hedging Counterparty is The Royal Bank of Scotland plc) the Hedging Counterparty (all as more particularly defined in the Facilities Agreement) and **"Security Beneficiary"** means any of them;

**"Security Interest"** includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, standard security, assignation in security and floating charge or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets (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);

**"Subsidiaries"** has the meaning given to it in the Facilities Agreement;

**"Vendor"** means Bass Machine Holdings Limited.

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

**Please complete  
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- 1.6 The security from time to time constituted by or pursuant to the Deed shall:-
- 1.6.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Beneficiaries may at any time hold for any of the Secured Obligations and it was declared that no prior security held by the Security Trustee and/or the Security Beneficiaries over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and
- 1.6.2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

## 2. CRYSTALLISATION OF FLOATING CHARGE

- 2.1 The Security Trustee may by notice in writing to the Company convert the floating charge created pursuant to Clause 4.4 of the Deed into a fixed charge as regards all or any of the Company's assets charged under Clause 4.4 of the Deed and specified in the notice if:
- 2.1.1 an Event of Default occurs which remains unremedied or unwaived; or
- 2.1.2 the Security Trustee in its absolute discretion following consultation with the Company (unless the Security Trustee reasonably believes that immediate action is required, in which event it need not consult with the Company prior to issuing a notice) considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process.
- 2.2 The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Company:-
- 2.2.1 on the convening of any meeting of the members of the Company to consider a resolution to wind up the Company; or
- 2.2.2 on the presentation of a petition (other than a petition (i) in the course of a dispute being contested on reasonable grounds and in good faith by the Company and where applicable the advertisement of any petition is prevented within 14 days of the date of the presentation of the petition; or (ii) a solvent reconstruction on terms previously approved by the Agent (such approval not to be unreasonably withheld or delayed) or (iii) determined by the Security Trustee to be frivolous or vexatious) to wind up the Company which is not discharged within fourteen days; or
- 2.2.3 on the appointment of an administrator to the Company; or
- 2.2.4 if the Company fails to comply with its obligations under Clause 7 of the Deed

PROVIDED ALWAYS that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of the Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of.

*continued on continuation sheet 4, page 4*

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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

243439

Name of Company

BLMS LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

**Please complete  
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- 2.3 Service by the Security Trustee of a notice pursuant to Clause 6.1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee and/or the Security Beneficiaries under the Deed.

### 3. NEGATIVE PLEDGE AND FURTHER SECURITY

- 3.1 The Company covenanted with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of the security it shall not without the consent in writing of the Security Trustee:-
- 3.1.1 create, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) upon any of the Charged Property to secure any liability, actual or contingent;
- 3.1.2 save as permitted or required or not prohibited under the Deed or under the Facilities Agreement, (including, for the avoidance of doubt, Permitted Disposals where the consent of the Security Trustee is not required under the Facilities Agreement for any sale, lease, transfer or other disposal) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.
- 3.2 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of Section 76(1)(c) of the Act, the Company shall from time to time whensoever requested by the Security Trustee and at the Company's cost, execute in favour of the Security Trustee, or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Deed or the Facilities Agreement and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

## THE SCHEDULE

### Part I Details of Registered Land

#### **BLMS5 - Brighton**

The leasehold property known as Unit 6B Freshfields Industrial Estate, Stevenson Road, Kemp Town, Brighton as the same is registered at HM Land Registry with title absolute under title number ESX56825.

#### **BLMS9 - Cardiff**

The leasehold property known as Unit 1 Spring Meadow Trading Estate, Lamby Way, Cardiff as the same is registered at HM Land Registry with title absolute under title number WA567171.

#### **BLMS14 - Enfield**

The leasehold property known as 39 Woodall Road, Redburn Industrial Estate, Enfield as the same is registered at HM Land Registry with title absolute under title number NGL500091.

#### **BLMS15 - Enfield**

The leasehold property known as Unit 1 Trafalgar Trading Estate, Jeffreys Road, Enfield as the same is registered at HM Land Registry with title absolute under title number MX461944.

#### **BLMS31 - Nottingham**

The leasehold property known as Unit 29 Nottingham South Industrial Estate, Ruddington Lane, Nottingham as the same is registered at HM Land Registry with title absolute under title number NT112468.

#### **BLMS32 - Old Ford**

The leasehold property known as Unit 2, Wick Lane, London as the same is registered at HM Land Registry with title absolute under title number NGL392939.

#### **BLMS34 - Reading**

Leasehold property known as Unit 3, Stadium Industrial Estate, Scours Lane, Reading as the same is registered at HM Land Registry with title absolute under title number BK157259.

#### **BLMS36 - Rochester**

The leasehold property known as Unit A3, Saxon Place, Custon Park, Strood as the same is registered at HM Land Registry with title absolute under title number K653798.

#### **BLMS37 - Rochester**

The leasehold property known as Unit A4, Saxon Place, Custon Park, Strood as the same is registered at HM Land Registry with title absolute under title number K642795.

#### **BLMS38 - Sheffield**

The leasehold property known as Unit 7, M1 Distribution Centre, Vulcan Road, Sheffield as the same is registered at HM Land Registry with title absolute under title number SYK245805.

#### **BLMS51 - Brighton**

The leasehold property known as 61-67 North Street, Portslade, Brighton as the same is registered at HM Land Registry with title absolute under title number ESX23217.

#### **BLMS12 - Coventry**

The leasehold property known as Unit 5, Kingfield Industrial Road, Coventry as the same is registered at HM Land Registry with good leasehold title under title number WM640375 subject to a lease dated 26 September 1996 and made between Bass Leisure Activities Limited (1) Boko Machine Tools (UK) Limited (2).

### **BLMS13 - Croydon**

The leasehold property known as Unit 5, Endeavour Way, Off Therapia Lane, Croydon as the same is registered at HM Land Registry with title absolute under title number SGL335948 subject to a lease dated 28 November 1997 made between Bass Leisure Activities Limited (1) Wilgrove Business Forms Limited (2).

### **BLMS26 - Leeds**

The leasehold property known as Unit 10, Parkside Industrial Estate, Glover Way, Leeds as the same is registered at HM Land Registry with title absolute under title number WYK278391 subject to a lease dated 10 January 1995 made between Bass Leisure Activities Limited (1) Blackwall Products Limited (2).

### **BLMS28 - Manchester**

The leasehold property known as Unit A3, Wardley Pristley Road, Manchester as the same is registered at HM Land Registry with title absolute under title number GM203741 subject to a lease dated 28 February 1994 made between Bass Leisure Activities Limited (1) and David Stephen Dippnall & Christopher Wong (2).

### **BLMS30 - Norwich**

The leasehold property known as Unit N22, Jarrold Way, Bowthorpe Industrial Estate, Norwich as the same is registered at HM Land Registry with title absolute under title number NK62473 subject to a lease dated 12 May 198 made between BLMS Limited (1) Norquip Limited (2).

## **Part II** **Details of Unregistered Land**

### **BLMS1 - Ashton Under Lyne**

The leasehold property known as Unit 7 (formerly known as Unit 7, 8, 9 and 10) Plantation Industrial Estate, Whitelands Road, Ashton Under Lyne, Greater Manchester as comprised in a lease dated 7 May 1996 made between Tameside Metropolitan Borough Council (1) Bass Leisure Activities Limited (2).

### **BLMS52 - Bedford**

The leasehold property known as 103 Murdock Road, Morton Lane, Bedford as comprised in a lease dated 29 November 1988 made between Tomphil Properties Limited (1) and Brent Leisure Services Limited (2).

### **BLMS6 - Bristol**

The leasehold property known as Unit 10, Whitehall Trading Estate, Gerrish Avenue, Bristol as comprised in a lease dated 11 July 1983 and made between Kenneth Needs (Contractors) Limited (1) Lensko Laboratories Limited (2) and R Kelvin Watson plc (3).

### **BLMS7 - Burton on Trent**

The leasehold property known as Unit 1, Clarke Industrial Estate, Wetmore Road, Burton on Trent, Staffordshire comprised in a lease dated 7 November 1980 and made between Clarke St Modven Properties Limited (1) Bass Holdings Limited (2).

### **BLMS8 - Burton on Trent**

The leasehold property known as the ground, first and second floors of number 3 The Maltings, Wetmore Road, Burton on Trent as comprised in a lease dated 2 August 1996 and made between Finlan Property Developments Limited (1) Bass Leisure Activities Limited (2).

### **BLMS10 -Chessington**

The leasehold property known as Block D, Unit 21, Barwell Business Park, Leatherhead Road, Chessington, Surrey as comprised in a lease dated 31 August 1995 and made between Ransom & Lock Limited (1) Bass Leisure Activities Limited (2).

#### **BLMS11 - Cockermouth**

The leasehold property known as Unit 4, Derwent Mills Commercial Park, Cockermouth, Cumbria as comprised in a lease dated 19 February 1996 and made between Urban Regeneration Agency Limited (1) and Bass Leisure Activities Limited (2).

#### **BLMS16 - Erdington**

The leasehold property known as Unit 20, Gravelly Industrial Park, Birmingham as comprised in a lease dated 12 January 1977 made between Severn Trent Water Authority (1) and Consolidated Pneumatic Tool Company Limited (2).

#### **BLMS20 - Harrow**

The leasehold property known as Unit 1, Chantry Place, Headstone Lane, Harrow, Middlesex as comprised in a lease dated 18 November 1977 made between the London Life Association Limited (1) and Chalwest Limited (2).

#### **BLMS21 - Hayes**

The leasehold property known as Unit A3, Fairview Industrial Estate, Clayton Road, Hayes as comprised in a lease dated 16 July 1997 made between the Representative Body of the Church in Wales (1) Bass Leisure Activities Limited (2).

#### **BLMS22 - Hull**

The leasehold property known as Unit 4B/C National Avenue, Harpings Road, Hull as comprised in a lease dated 13 September 1993 made between Simon Benjamin Bamberger (1) Bass Leisure Activities Limited (2).

#### **BLMS48 - Ipswich**

The leasehold property known as Unit 16, Riverside Industrial Park, Rapier Street, Ipswich as comprised in a lease dated 13 June 1989 made between Hubbard Investment Holdings Limited (1) Brent Leisure Services Limited (2).

#### **BLMS24 - Leeds**

The leasehold property known as Unit 12, Kirkstall Industrial Park, Leeds as comprised in a lease dated 27 June 1997 made between the Scottish Life Assurance Company (1) Bass Leisure Activities Limited (2).

#### **BLMS25 - Leeds**

The leasehold property known as Unit 14, KIRSTALL Industrial Park, Leeds as comprised in a lease dated 27 June 1997 made between the Scottish Life Assurance Company (1) Bass Leisure Activities Limited (2).

#### **BLMS27 - Leyland**

The leasehold property known as Unit 116, Clydesdale Place, Moss Side Employment Centre, as comprised in a lease dated 12 August 1985 made between Tunmore Automatics Limited (1) Brent Leisure Services Limited (2).

#### **BLMS29 - Northampton**

The leasehold property known as 101 St James's Mill Road, Northampton as comprised in a lease dated 20 September 1988 made between Mary Elizabeth Bottini and Geoffrey Coals (1) Bass Leisure Activities Limited (2).

#### **BLMS33 - Plymouth**

The leasehold property known as Unit 4, Burrington Way, Plymouth as comprised in a lease dated 17 May 1996 made between Jack Shine and Iris Lilian Shine (1) and BLMS Limited (2).

#### **BLMS40 - Southampton**

The leasehold property known as 1 Nelson Industrial Park, Botley Road, Hedge End, Southampton as comprised in a lease dated 14 June 1988 made between Hargreaves Developments Limited (1) Bass Leisure Activities Limited (2).

#### **BLMS44 - Washington**

The leasehold property known as 15 Tilley Road, Crowther Industrial Estate, Washington as comprised in a lease dated 2 December 1996 made between Commission for New Towns (1) and Bass Leisure Activities Limited (2).

#### **BLMS46 - West Bromwich**

The leasehold property known as Unit 20, Kelvin Industrial Estate, Kelvin Way, West Bromwich as comprised in a lease dated 18 June 1981 made between A&J Mucklow (Investments) Limited (1) Bass Holdings Limited (2)

#### **BLMS47 - Whitstable**

The leasehold property known as Valente House, John Wilson Business Park, Chesterfield as comprised in a lease dated 16 December 1996 made between Tankerton Properties Limited (1) BLMS Limited (2).

#### **BLMS4 - Bovey Tracey**

The leasehold property known as Unit 5, King Charles I Business Park, Heathfield, Newton Abbott as comprised in a lease dated 9 March 1987 made between Commercial and Capital Leasing Limited (1) Bass Leisure Activities Limited (2).

#### **BLMS45 - Wembley**

The leasehold property known as Bay G15 and G16 Wembley Commercial Centre, East Lane, Wembley as comprised in a lease dated 23 May 1979 made between Menin Investments Limited (1) Bass Holdings Limited (2).

#### **BLMS3 - Bellingham**

The leasehold property known as Unit 12, Bellingham Trading Estate, Randlesdown Road, Bellingham as comprised in a lease dated 16 September 1988 made between Industrial Ownership Public Limited Company (1) Bass Leisure Activities Limited (2) subject to a lease dated 23 January 1997 made between Bass Leisure Activities Limited (1) EuroCar Parts Limited (2).

#### **BLMS50 - Trowbridge**

The leasehold property known as Unit 11, Sandown Centre, Whitehorse Park, Trowbridge, Wiltshire as comprised in a lease dated 31 October 1988 made between West Wiltshire Investment Limited (1) Brent Leisure Services Limited (2) subject to a lease dated 23 May 1996 made between Inn Style Leisure Limited (1) Richard Dudley Garratt & Patricia Margaret Garratt trading as Intercom (2).

#### **BLMS54 - York**

The leasehold property known as 61 Osbaldwick Lane, York as comprised in a lease dated 27 January 1986 and made between Edward Peacock Tutill (1) and J.W. Cameron & Co Limited (2) subject to a lease dated 25 March 1996 and made between Inn Style Leisure Limited (1) Cosy Therm Limited (2).

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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. 02067231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 3rd AUGUST 1998 AND CREATED BY BLMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE PURSUANT TO THE REVOLVING CREDIT FACILITY TO THE SECURITY BENEFICIARIES BY ANY GROUP COMPANY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st AUGUST 1998.

  
A. HAMILTON

for the Registrar of Companies



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