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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

[1][1][1][1]

2832351

Name of company

* NORTHWOOD DEVELOPMENTS LIMITED (the "Chargor")

Date of creation of the charge

7 December 1995

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

Supplemental Guarantee and Debenture (the "Deed") between the Chargor (1) the other Companies (2) and The Governor and Company of the Bank of Scotland (3) relating to the Guarantee and Debenture dated 5 November 1993 as supplemented by a Supplemental Guarantee and Debenture dated 15 July 1994.

Amount secured by the mortgage or charge

See Part 2 of the attached Schedule.

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

The Governor and Company of the Bank of Scotland
38 Threadneedle Street
London EC2P 2EH

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

Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY

Tel: 0171 236 0066

Ref: A1/PRM/MJC/41450

Time critical reference

For official use
Mortgage Section

Post room



KLO *KPXJGHBX* 1316
COMPANIES HOUSE 14/12/95

Short particulars of all the property mortgaged or charged

See Parts 3, 4, 5 and 6 of the attached Schedule.

NB: The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Lovell White Durrant
Solicitors

Date 14th December 1995

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

† 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.

SCHEDULE TO FORM 395

Part 1

Definitions

| | |
|--------------------------|--|
| "Acquisition Agreements" | means together the agreement dated 29th July 1993 between Health (1), Firago (2), the Borrower (3) and SEIL (4) providing for the acquisition by Health of the whole of the issued ordinary share capital of Espree and Firago's holding of loan stock of Espree and the disclosure letter and Espree tax indemnity referred to therein (each in the agreed terms), the deed of warranty dated 29th July 1993 between Leisure (1), Firago (2) and Stockholm & Edinburgh Investments Limited (3) pursuant to which Firago gave certain warranties to Leisure in relation to RRC and the STCC Acquisition Agreement; |
| "Bank" | means The Governor and Company of the Bank of Scotland; |
| "Borrower" | means Riverside PLC, a company registered in England and Wales with company number 2837693; |
| "Charged Property" | means the property referred to in Clauses 4.1, 4.2 and 4.3 of the Deed; |
| "Charging Companies" | means the Chargor and the Group Companies listed in Part 6 of this Schedule and any other Group Company which executes the Debenture at any time, and "Charging Company" means any of them; |
| "Companies" | means the Chargor, the companies listed in Part 6 of this Schedule, and any other company which becomes a party to the Deed pursuant to Clause 4.12 thereof and "Company" means any of them; |
| "Contract" | means the JCT 1981 Building Contract dated 24th May 1995 entered into in respect of the Northwood Club with the Contractor; |
| "Contractor" | means Pellikaan Construction Limited; |
| "Debenture" | means any or all of:- <ul style="list-style-type: none">(a) the guarantee and debenture dated 5th November 1993 executed by the Charging Companies (except The Surrey Tennis and Country Club (STCC) Limited and the Chargor) in favour of the Bank;(b) the supplemental guarantee and debenture dated 15th July 1994 executed by The Surrey Tennis and Country Club (STCC) Limited and the other Charging Companies (except the Chargor) in favour of the Bank;(c) the supplemental guarantee and debenture dated 7 December 1995 executed by the Chargor and the other Charging Companies in favour of the Bank;(d) where the context so admits, any further guarantee and debenture or supplemental agreement entered into from time |

to time by any Group Company incorporated in the UK in favour of the Bank to secure all or part of the Facilities;

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| "Development Agreements" | means the Contract, the Professional Team appointments, the appointment by the Borrower of Second London Wall Project Management Limited relating to the development of Northwood Club; |
| "Encumbrance" | includes any mortgage, pledge, lien (other than a lien arising by operation of law in the ordinary course of business), charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement whether relating to existing or future assets and whether conditional or not; |
| "Esprey" | means Esprey Leisure Limited; |
| "Event of Default" | means any of the events specified in clause 13.1 of the Facilities Agreement; |
| "Facilities" | means MTL 1, MTL 2, MTL 3 and the Overdraft; |
| "Facilities Agreement" | means the Facilities Agreement dated 9 September 1993 made between Riverside PLC (1) and the Bank (2) as amended and restated on 7 December 1995; |
| "Firago" | means Firago plc; |
| "Group" | means at any time the Borrower and its Subsidiaries at that time, and "Group Company" means any of them; |
| "Health" | means Premium Health (UK) Limited; |
| "Leisure" | means Riverside Leisure Developments plc; |
| "MTL 1" | means the medium term loan facility referred to in clause 2.1(a) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement; |
| "MTL 2" | means the medium term loan facility referred to in clause 2.1(b) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement; |
| "MTL 3" | means the medium term loan facility referred to in clause 2.1(c) of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the provisions of the Facilities Agreement; |
| "New Subsidiary" | means any Subsidiary of a Group Company which is required by the terms of Clause 4.12 of the Deed to give security and guarantees in favour of the Bank after the date of the Deed; |
| "Northwood Club" | means the sports and leisure club to be developed by the Chargor on its property at Park Farm, Northwood; |

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| "Overdraft" | means the on demand overdraft facility referred to in clauses 2.1(c) and 4.3 of the Facilities Agreement, as the same may be reduced or cancelled from time to time in accordance with the Facilities Agreement; |
| "Permitted Encumbrances" | means Encumbrances permitted by the terms of clause 12.1(f) of the Facilities Agreement; |
| "Professional Team" | means Regis European Limited and Bucknall Austin plc; |
| "Relevant Agreements" | means the Facilities Agreement, the Debenture, the letters of offset and any other agreement (whether in existence on the date of the Facilities Agreement or entered into thereafter) to which the Bank is a party and which provides any guarantee, assurance and/or security to the Bank for the Facilities, and "Relevant Agreement" means any of them; |
| "RRC" | means Riverside Racquet Centre Limited; |
| "STCC" | means The Surrey Tennis and Country Club (STCC) Limited, a company registered in England with company number 1869628; |
| "STCC Acquisition Agreement" | means the agreement dated 15th July 1994 between Richard Radin and others and the Borrower providing for the acquisition by the Borrower of the whole of the issued share capital of STCC, and includes the disclosure letter referred to therein; |
| "Subsidiary" | means:- <ul style="list-style-type: none"> (i) a subsidiary as defined in Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989; and (ii) a subsidiary undertaking as defined in Section 258 of the Companies Act 1985; |

Part 2

Amount Secured by the Mortgage or Charge

By clause 2.1 of the Deed, the Chargor:-

- (a) covenants that it will on demand in writing made to it by the Bank pay or discharge to the Bank all money and liabilities which shall from time to time (whether on or at any time after such demand) be due, owing or incurred in whatever manner by it to the Bank in any currency and whether or not the Bank shall have been an original party to the relevant transaction;
- (b) covenants and guarantees that it will on demand in writing made to it by the Bank pay or discharge to the Bank all money and liabilities which shall from time to time (and whether on or at any time after such demand) be due, owing or incurred in whatever manner by any other Company to the Bank in any currency and whether or not the Bank shall have been an original party to the relevant transaction;

in each case whether actually or contingently and whether solely or jointly with any other person and in whatever style, name or form and whether as principal or surety, including

(without prejudice to the generality of the foregoing) all liabilities in connection with interest rate or currency swaps or hedging agreements, foreign exchange transactions, accepting, endorsing or discounting notes and bills, or under bonds, guarantees, indemnities, documentary or other credits or any instrument whatever from time to time entered into by the Bank for the Chargor or any other Company, together with all interest, commission, fees and other proper charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the accounts of the Chargor or any other Company and so that interest shall be computed and compounded in accordance with the provisions of the Facilities Agreement or other applicable agreement (after as well as before any demand made or judgment obtained under the Deed), and so that the Chargor will on demand also retire all bills or notes for the time being under discount with the Bank to which the Chargor is a party, whether as drawer, acceptor, maker or indorser without any deduction whatever.

Part 3

Short Particulars of the Property Charged

1. By clause 4.1 of the Deed, the Chargor as beneficial owner charges to the Bank with the payment and discharge of all moneys and liabilities covenanted by the Deed to be paid or discharged by it:-
 - (a) by way of first legal mortgage, all its freehold and leasehold property the title to which is registered at HM Land Registry (including but not limited to the interest of the Chargor in the properties described in Part 5 of this Schedule) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon excluding in the case of leasehold property landlord's fixtures and fittings 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 fixed plant and machinery at any time thereon;
 - (b) by way of first legal mortgage, all other freehold and leasehold property vested in it on the date of the Deed and not registered at HM Land Registry together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (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 fixed plant and machinery at any time thereon;
 - (c) by way of first fixed charge, all future freehold and leasehold property of the Chargor together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (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 fixed plant and machinery at any time thereon;
 - (d) by way of first fixed charge, all estates and interests not previously effectively charged, on the date of the Deed or thereafter belonging to the Chargor, in or over land wheresoever situate or the proceeds of sale of land and all licences on the date of the Deed or thereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Chargor on the date of the Deed or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;
 - (e) by way of first fixed charge, all book debts both present and future due or owing to the Chargor and the benefit of all rights relating thereto including (without prejudice

to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights and remedies;

- (f) by way of first fixed charge all cash at bank and credit balances of the Chargor, whether with the Bank or with any other bank, company or person (including without limitation, each and every account with any bank which is designated as a collection account for book and other debts);
- (g) by way of first fixed charge, all other monetary debts and claims both present and future including things in action which give rise or may give rise to a debt or debts, on the date of the Deed or thereafter due or owing to the Chargor and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph (e) above, and all rights and interests of the Chargor in and claims under all policies of insurance and assurance on the date of the Deed or thereafter held by or inuring to the benefit of the Chargor;
- (h) by way of first fixed charge:
 - (i) all stocks and shares and other interests both present and future including (without prejudice to the generality of the foregoing) loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor in (and from) any company including, without limitation, in (and from) any company which is a Subsidiary of the Chargor;
 - (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, on the date of the Deed or may at any time thereafter be lodged with or held by or transferred to or registered in the name of the Bank or its nominee;
 - (iii) all rights in respect of or incidental to the premises described at (i) and (ii) above (the premises (i) to (iii) inclusive charged by the Deed being hereinafter called "the Securities"); and
 - (iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, or otherwise to or in respect of any of the Securities, including all dividends, interest and other income payable in connection therewith (all of which premises (i) to (iv), charged by the Deed are hereinafter called "Interests in Securities"),

but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with Interests in Securities;

- (i) by way of first fixed charge, the patents, patent applications, trade marks, service marks, brand and trade names, copyrights, rights in the nature of copyright, design rights, all trade secrets and know-how and all other intellectual property rights on the date of the Deed or thereafter obtained by the Chargor (and all goodwill associated therewith) or (to the extent that the same may be capable of becoming the subject of a valid charge) in which the Chargor may have an interest and the benefits of all present and future agreements entered into or the benefit of which is enjoyed by the Chargor relating to the use or exploitation of rights of such nature whether owned by the Chargor or others; and
- (j) by way of first fixed charge, all the goodwill and the uncalled capital of the Chargor both present and future.

2. By clause 4.2 of the Deed, the Chargor as beneficial owner assigns to the Bank subject to a right of redemption on payment of all amounts secured by the Deed:-
- (a) the benefit of all rights and claims to which the Chargor is on the date of the Deed or may become entitled under the Development Agreements and any contracts relating to the carrying on of its business or otherwise; and
 - (b) the benefit of and all rights and claims (if any) to which the Chargor is on the date of the Deed or may become entitled under the Acquisition Agreements and all guarantees, representations and warranties given or made to the Chargor by any person therein

Provided that the Chargor shall be entitled without reference to the Bank to deal with and compromise each such right or claim in an amount not exceeding £5,000.

3. By clause 4.3 of the Deed, the Chargor as beneficial owner charges to the Bank with the payment and discharge of all money and liabilities covenanted by the Deed to be paid or discharged by it by way of floating charge all the undertaking and all property, assets, rights and revenues of the Chargor whatsoever and wheresoever, both present and future, including (without prejudice to the generality of the foregoing) the property described in clause 4.1 of the Deed if and insofar as the charges thereon or on any part thereof therein contained shall for any reason be ineffective as fixed charges, and the property described in clause 4.2 of the Deed if and insofar as the assignments thereof or of any part thereof therein contained shall for any reason be ineffective as assignments.

Part 4

Covenants and Restrictions

1. By clause 4.4 of the Deed, the Chargor covenants to apply to the Chief Land Registrar for a restriction to be entered on the register of title of all its present and future registered freehold and leasehold property in the following terms:-

"Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of Charge No. []".

2. By clause 4.5 of the Deed, the Chargor shall (subject to Clause 4.14 of the Deed and without prejudice to the covenant for further assurance deemed to be included in the Deed by virtue of Section 76(1)(c) of the Law of Property Act 1925) immediately on demand in writing made to it by the Bank from time to time at its own cost execute in such form (giving the Bank, insofar as is possible, equivalent rights to those contained in the Security) as the Bank may require and deliver to the Bank:-

- (a) a chattel mortgage over such chattels, plant and/or equipment (but not stock in trade) of the Chargor as the Bank may specify;
- (b) an assignment or charge of such copyright, design rights, patents, trademarks, tradenames, registered designs and/or other intellectual property rights of the Chargor as the Bank may specify;
- (c) a charge by way of legal mortgage or a specific legal charge of any freehold and leasehold and heritable properties acquired by the Chargor after the date of the Deed and of the fixtures (including trade fixtures (but subject to the same exclusions as apply under Clause 4.1(a) to (d) of the Deed inclusive)) and fixed plant and machinery at any time thereon, and of all stocks, shares and other securities;

- (d) an assignment in favour of the Bank over such of the policies of insurance and/or assurance of the Chargor as the Bank may specify without prejudice to Clause 6.3 of the Deed;
 - (e) a legal assignment or novation over all or any of the Development Agreements (to the extent the same may be assigned or novated pursuant to the terms thereof);
 - (f) such other legal or other assignments, transfers, mortgages, charges or securities and such other documents, renewals, notifications, notices of assignment, registrations or filings, as the Bank may in its discretion think fit further to secure the payment or discharge to the Bank of the money and liabilities secured by the Deed, or to perfect or improve the security created by the Deed or vest title in any Charged Property in itself or its nominees or any purchaser.
3. By clause 4.6 of the Deed, the Chargor covenants that, following the occurrence of an Event of Default which is continuing, the Chargor shall deposit with the Bank and the Bank shall during the continuance of the security be entitled to hold:-
- (a) the Development Agreements and all other deeds and documents of title relating to the premises described in Clauses 4.1, 4.2 and 4.3 of the Deed (the Bank is already in possession of certain deeds and documents of title in accordance with Clause 3 of the Facilities Agreement);
 - (b) all policies of insurance assigned or charged by the Deed or relating to assets assigned or charged by the Deed, to the extent that the Chargor is the sole insured party thereunder.
4. By clause 4.7 of the Deed, the Chargor covenants that, without prejudice to the generality of any of the foregoing provisions or any of the provisions hereinafter contained, it will at all times (at its own cost):
- (a) as soon as reasonably practicable upon acquisition of any Interests in Securities deposit with the Bank and permit the Bank during the continuance of the security to hold and retain (i) all stock and share certificates and documents of title relating to Interests in Securities (ii) transfers of the Securities duly completed in favour of the Bank or its nominee and (iii) such other documents as the Bank may from time to time require for perfecting its title to Interests in Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
 - (b) duly and promptly pay all calls, instalments or other payments which from time to time become due in respect of any Interests in Securities;
 - (c) not without the prior written consent of the Bank:
 - (i) create or permit to subsist any mortgage, debenture, charge, lien or other Encumbrance (other than in favour of the Bank or otherwise as permitted by the Facilities Agreement) on or over Interests in Securities or any part thereof or interest therein; or
 - (ii) sell, transfer or otherwise dispose of Interests in Securities or any part thereof or interest therein or attempt or agree so to do;

- (d) not do or cause or permit to be done anything which might reasonably be expected to depreciate, jeopardise or otherwise prejudice the value of Interests in Securities to the Bank.
5. By clause 4.8 of the Deed, the Chargor covenants that it shall for so long as it remains the beneficial owner of any shares charged by the Deed continue to be entitled to receive all dividends from such shares and to use the money so received in the course of its business, and to exercise all voting rights attaching to such shares as beneficial owner if and insofar as such exercise shall not (in the reasonable opinion of the Bank) jeopardise the security. The Bank shall at any time (subject to Clause 4.14 of the Deed) be entitled to have any such shares registered in the name of itself and/or such other bank or banks as the Bank may from time to time nominate to the Chargor and/or of its or their respective nominees or agents (a "Nominee").
 6. By clause 4.9 of the Deed, the Chargor covenants that, without prejudice to any other rights or remedies of the Bank contained in the Deed or elsewhere, the Bank may at any time after making demand under the Deed sell or otherwise dispose of all the title to and interest in the Interests in Securities or (as it may elect and without prejudice to any later exercise of this power) the whole or part of the equitable interest divested of the legal title for such consideration (which may comprise or include shares or debentures), upon such terms and so that it shall be entitled to apply the proceeds of sale or disposal in or towards the discharge of the liabilities of the Chargor to the Bank in accordance with Clause 11 of the Deed and the provisions of the Law of Property Act 1925 relating to the power of sale are extended by the Deed accordingly and are varied by the Deed so that section 103 thereof shall not apply.
 7. By clause 4.10 of the Deed, the Chargor covenants that, the Bank may at any time and from time to time by notice in writing to the Chargor convert the floating charge contained in Clause 4.3 of the Deed into a specific charge as regards any Charged Property specified in such notice.
 8. By clause 4.11 of the Deed, the Chargor covenants that, any fixed charge, assignment or fixed security created by the Chargor in favour of the Bank (other than a fixed charge or fixed security arising by virtue of a floating charge attaching to the property subject thereto) shall rank prior to the floating charge created by such Company by the Deed.
 9. By clause 4.12 of the Deed, the Chargor covenants that if and whenever required by the Bank it will and will procure that each other Company shall:
 - (a) procure that any New Subsidiary shall promptly on request from the Bank enter into a supplemental deed in a form approved by the Bank and to which the Bank shall be party and containing provisions no more onerous than those set out in the Deed whereby such company shall thenceforth covenant and guarantee the payment of all moneys and liabilities at any time due owing or incurred by it and/or any of the Companies to the Bank as set out in Clause 2 of the Deed and that the said company should charge to the Bank all its assets or any assets designated by the Bank;
 - (b) procure the execution from time to time in favour of the Bank by any Group Company which is a Subsidiary of such Company of any guarantees and/or debentures and/or mortgages or charges over such assets of such companies as may be available for security and containing provisions no more onerous than those set out in the Deed as the Bank may require to the intent that any such Group Company should jointly and severally with the Companies covenant and guarantee and the payment of all moneys and the performance of all liabilities secured by the Deed.

And the Chargor agrees to notify the Bank forthwith of the existence of any New Subsidiary.

10. By clause 7 of the Deed, the Chargor covenants that it shall, during the continuance of the security, save with the prior written consent of the Bank:-
- (a) get in and realise all book debts and other debts and claims charged by the Deed in the ordinary course of business and pay all moneys which it may receive in respect thereof into its account with the Bank and/or such other bank or banks as the Bank may from time to time nominate forthwith on receipt and, pending such payment, hold all moneys so received upon trust for the Bank and shall not without the prior consent of the Bank in writing purport to sell, charge, factor, discount or encumber or assign or otherwise sell or dispose of the same (or any interest therein) in favour of any other person, and shall if called upon to do so by the Bank at any time:-
 - (i) (subject to Clause 4.14 of the Deed) execute a legal assignment of such book debts and other debts and claims (or such of them as the Bank may specify) to the Bank and give notice thereof to the relevant debtor; and/or
 - (ii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Bank may from time to time require;
 - (b) ensure that the amounts guaranteed by the Deed to be paid by the Chargor will at all times constitute the direct, unconditional and general obligations of the Chargor and, by virtue of the Relevant Agreements, will rank in priority to all present and future outstanding indebtedness issued, created, assumed or guaranteed by the Chargor (except for such indebtedness as is entitled to priority by operation of law or is secured by a Permitted Encumbrance);
 - (c) not (save for any Encumbrance or security created in favour of the Bank or otherwise expressly permitted by the Facilities Agreement) create, incur or permit to subsist any Encumbrance on any of its present or future property, assets or revenues to secure any liability, actual or contingent;

Part 5

Registered Properties

| Registered Proprietor | County and District | Title Number | Title |
|--------------------------------|----------------------|--------------|----------|
| Northwood Developments Limited | Northwood, Middlesex | NGL 57858 | Freehold |
| | Northwood, Middlesex | NGL 64709 | Freehold |
| | Northwood, Middlesex | NGL 223145 | Freehold |

Part 6**The Companies party to the Original Guarantee and Debenture**

| | |
|---|---------|
| Riverside plc | 2837693 |
| Riverside Health (UK) Limited | 2832355 |
| Riverside Leisure Developments plc | 2837702 |
| Esprea Leisure Limited | 2333922 |
| Riverside Racquet Centre Limited | 1944659 |
| The Surrey Tennis and Country Club (STCC) Limited | 1869628 |

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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. 02832351

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL GUARANTEE AND DEBENTURE DATED THE 7th DECEMBER 1995 AND CREATED BY NORTHWOOD DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND PURSUANT TO THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th DECEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th DECEMBER 1995.

A handwritten signature in ink, appearing to be 'H. C. L.' or similar, written over a faint circular stamp.

for the Registrar of Companies

DX
18/12
ES



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

HC026B