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

*insert full name
of Company

COMPANIES FORM No. 395 R.B. Sect 469113 £140 x 14

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] []

3233465

Name of company

* TOTTENHAM SOCCER CENTRE LIMITED

Date of creation of the charge

2 DECEMBER 1999

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

Debenture dated 2 December 1999 and made between the Company and 3i plc.

Amount secured by the mortgage or charge

As specified in Part II of the attached Schedule.

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

3i plc (as Security Trustee) whose registered office is at 91 Waterloo
Road, London

Postcode SE1 8XP

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

Macfarlanes
10 Norwich Street
London
EC4A 1BD

SJR/556405/1156586

Time critical reference

For official Use
Mortgage Section

Post room



KLO
COMPANIES HOUSE

0495
16/12/99

Short particulars of all the property mortgaged or charged

As specified in Part III of the attached Schedule.

Note: Part IV of the attached Schedule includes a description of certain covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

14th

December 1999

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

SCHEDULE

To the Form 395 in respect of the Debenture (the "Debenture") dated 2 December 1999 given by Tottenham Soccer Centre Limited (Company Number: 3233465) ("the Company") in favour of 3i Plc (the "Security Trustee ")

PART I

Definitions

In this Schedule to the Form 395, the following expressions have the following meanings:-

the Bank: means the Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ, acting through its branch at 110 St Vincent Street, Glasgow G2 5EJ (or such other bank as the Security Trustee may agree to in writing);

book debts: shall mean all debts due to the Company (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:

- (a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all moneys becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration under sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the moneys secured under the Debenture shall have become payable; and
- (b) all moneys becoming payable to the Company in respect of book debts

under or by virtue of any policy of insurance taken out by the Company against the non-payment of book debts;

the charged property: shall mean all the property assets and rights charged under the Debenture;

Deed of Guarantee: shall mean the deed of guarantee and indemnity dated the same date as the Debenture between the Company and others and the Security Trustee;

the fixed charged property: shall mean together all the property assets and rights charged under Clauses 4.1 to 4.5 inclusive of the Debenture;

the floating charged property: shall mean all the property assets and rights charged under Clause 4.6 of the Debenture;

intellectual property rights: shall mean all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights;

Investment Agreement: shall mean the investment agreement dated the same date as the Debenture between Project United Limited (1) the Promoters (as defined therein and hereinafter referred to as "the Promoters") (2) 3i plc (3) and 3i Group plc (4) as the same may be varied or amended from time to time;

Investors: shall mean 3i Group plc and any person who is designated an Investor under Clause 21 of the Investment Agreement so long as it remains a party to the Investment Agreement;

the legally charged property: shall mean any freehold or leasehold property of the Company which from time to time is and continues to be charged by way of legal mortgage in favour of the Security Trustee;

Secured Liabilities: shall mean all moneys and liabilities (whether present or

future actual or contingent) due or owing or incurred by the Company (whether as principal or surety) at the time of execution of the Debenture or thereafter to the Security Trustee or any of the Investors pursuant to the Deed of Guarantee (other than dividends on any shares); and

the Security Trustee: includes any Security Trustee appointed from time to time pursuant to Clause 22 of the Investment Agreement.

PART II

Amount secured by the Debenture

The Secured Liabilities.

PART III

Particulars of Property Charged

- 1 Under Clause 4 of the Debenture the Company with full title guarantee charged to the Security Trustee the payment and discharge of the Secured Liabilities:-
 - 1.1 by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
 - 1.2 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;

- 1.3 by way of fixed charge all book debts and other debts both present and future due or owing to the Company;
- 1.4 by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;
- 1.5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;
- 1.6 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to Clause 4 of the Debenture.
- 2 The charges created by the Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Trustee be first charges.

PART IV

Covenants and Restrictions

- 1 Under Clause 6 of the Debenture the Company agreed that it shall not without the previous written consent of the Security Trustee:-
 - 1.1 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
 - 1.2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;

- 1.3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges created under the Debenture;
- 1.4 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.
- 2 During the continuance of the security the Company agreed in Clause 15 of the Debenture that it shall:-
- 2.1 pay into a current account or a separate designated account (as the Security Trustee may require) of the Company with the Bank all moneys which it may receive in respect of the book debts and other debts hereby charged and (subject to any rights of the Bank in respect thereof) pay or otherwise deal with such moneys standing in such account in accordance with any directions from time to time given in writing by the Security Trustee: prior to any demand being made under Clause 11 of the Debenture or to the provisions of Clause 12 of the Debenture becoming operative in the absence of any directions from the Security Trustee any moneys received by the Company and paid into such account in respect of the book debts and other debts hereby charged shall upon such payment in stand released from the fixed charge on such debts hereinbefore by this Debenture created and shall stand subject to the floating charge created by the Debenture over the other property and assets of the Company; any such release shall in no respects derogate from the subsistence and continuance of the said fixed charge on all other book and other debts of the Company for the time being outstanding;
- 2.2 if called upon to do so by the Security Trustee execute a legal assignment of such book debts and other debts to the Security Trustee in such terms as the Security Trustee may require and give notice thereof to the debtors from whom the debts are owing or incurred and take such other steps as the Security Trustee may require to perfect such legal assignment;
- 2.3 deal with such book debts and other debts in accordance with any directions from time to time given in writing by the Security Trustee (subject to any rights of the Bank in respect thereof) and in default of and subject to any such directions deal

with the same only in the ordinary course of getting in and realising the same (but not sell assign factor or discount the same in any way); and

- 2.4 permit the Bank to furnish directly to the Security Trustee from time to time upon request full statements and particulars of all the Company's accounts with the Bank and such other financial statements and information in respect of the assets and liabilities of the Company as are from time to time available to the Bank.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03233465

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd DECEMBER 1999 AND CREATED BY TOTTENHAM SOCCER CENTRE LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO 3i plc ACTING FOR ITSELF AND AS TRUSTEE ON BEHALF OF THE INVESTORS (AS DEFINED) UNDER THE INVESTMENT AGREEMENT OF EVEN DATE PURSUANT TO THE DEED OF GUARANTEE OF EVEN DATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st DECEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

*LC
Paw*