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\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

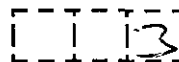


# 395

To the Registrar of Companies

For official use

Company number



3233465

Name of company

\* Tottenham Soccer Centre Limited

Date of creation of the charge

2nd August 1999

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

Debenture

Amount secured by the mortgage or charge

Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh  
EH1 1YZ

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

Dickson Minto  
11 Walker Street  
EDINBURGH  
EH3 7NE  
Ref: B027/240/EAC/AF/CJM  
Tott01.LFD

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Rider B

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legibly, preferably  
in black type, or  
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Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Dickson Minto*

Date 11 August 1999

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

† 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.

## TOTTENHAM SOCCER CENTRE LIMITED

(Registered No. 3233465)

### RIDER A - FORM 395 (DEBENTURE)

#### Amount secured by the charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded in accordance with the terms of the Facility Letter as well after as before any demand made or decree obtained under the Debenture.

Where:-

- |                   |  |
|-------------------|--|
| "BoS"             | means The Governor and Company of the Bank of Scotland and its successors and assignees;   |
| "Company"         | means Tottenham Soccer Centre Limited (Registered Number 3233465) of Thane Road, Nottingham NG7 2TG;   |
| "Facility Letter" | means the term loan facility letter dated on or around the date of the Debenture between BoS and Powerplay Supersoccer Limited in terms of which BoS has made certain term loan facilities available to Powerplay Supersoccer Limited. |



## TOTTENHAM SOCCER CENTRE LIMITED

(Registered No. 3233465)

### RIDER B - FORM 395 (DEBENTURE)

#### Short particulars of all the property charged

1. By way of legal mortgage the Company's interest in all the freehold and leasehold property (including the property described in the Schedule to the Debenture being the leasehold property at Fred Knight Sports Centre, Willoughby Lane, Tottenham, London N17) vested in the Company at the date of the Debenture whether or not the title to the property is registered at H. M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property.
2. By way of fixed charge:-
  - (i) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
  - (ii) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
  - (iii) all the Company's goodwill and uncalled capital for the time being;
  - (iv) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and

interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is at the date of the Debenture or may be entitled under any contracts;

- (v) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (vi) all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Debenture);
- (vii) all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

- (viii) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).
3. By way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking *pari passu* with the floating charge created by sub-clause 3.1.3 of the Debenture (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business or except in accordance with the terms of the Facility Letter.

The Company agrees that any moneys from time to time standing to its credit on any account with BoS may be retained as cash cover for and at any time without notice to the Company applied by BoS in or towards payment or satisfaction of any moneys or due and owing by the Company to BoS.

Where:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"BoS" means The Governor and Company of the Bank of Scotland and its successors and assignees;



"Company" means Tottenham Soccer Centre Limited (Registered Number 3233465) of Thane Road, Nottingham NG7 2TG;

"Facility Letter" means the term loan facility letter dated on or around the date of the Debenture between BoS and Powerplay Supersoccer Limited in terms of which BoS has made certain term loan facilities available to Powerplay Supersoccer Limited.



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 AUGUST 1999 AND CREATED BY TOTTENHAM SOCCER CENTRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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