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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

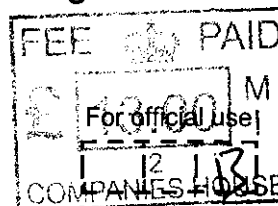
Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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



065384/52

Company number

3328696

Name of company

* Henley Recreation & Health Limited (the "Company") whose registered office is at 5th Floor, 7-10 Chandos Street, Cavendish Square, London, W1G 9DQ

Date of creation of the charge

15 April 2005

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

DEBENTURE (FIXED AND FLOATING CHARGES)

Amount secured by the mortgage or charge

All monies, obligations, and liabilities present or future due, owing or incurred to Bank of Ireland when the same become due for payment or discharge whether by acceleration or otherwise. The monies, obligations or liabilities may be:

- * express or implied
- * present future or contingent
- * joint or several
- * incurred as principal or under a guarantee or indemnity
- * originally owing to Bank of Ireland or purchased or otherwise acquired by it
- * denominated in sterling or in any other currency
- * incurred on any banking or other account or in any other name whatsoever

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

The Governor and Company of the Bank of Ireland (the "Bank of Ireland") c/o Bristol & West Property Finance, P O Box 27, One Temple Quay, Bristol

Postcode BS99 7AX

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

Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

CH04/CL01/22061.89

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A10
COMPANIES HOUSE

AOKJY40R

0451
23/04/05

Short particulars of all the property mortgaged or charged

Please see attached schedule.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Burges Salman LLP

Date 22 April 2005

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

HENLEY RECREATION & HEALTH LIMITED

M395 – SCHEDULE OF PROPERTY CHARGED

- 1 By way of legal mortgage all freehold and leasehold property (the "Property") of the Company situate in England and Wales (including without limitation property specified in the schedule to the Debenture) and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such Property with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests of the Company in the Property and in any proceeds of sale or disposal of any part of the Property.
- 2 By way of fixed charge all plant, machinery, vehicles, computer and office and other equipment.
- 3 By way of fixed charge all tenants' and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the Property.
- 4 By way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person, including all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests.
- 5 By way of fixed charge all book and other debts, revenues and claims whether actual or contingent whether arising under contracts or in any other manner whatsoever, due or owing to the Company (however acquired) including without limitation:
 - (a) all things in action which may give rise to any debt, claim or revenue;
 - (b) the benefit of any Security Interest (as defined in the Debenture) and all rights relating thereto including, without limitation, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.
- 6 By way of fixed charge all patents, patent applications, registered trade marks, applications for registration of trade marks, registered service marks, applications for registration of service marks, unregistered trade marks, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-

- how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property.
- 7 By way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties.
 - 8 By way of fixed charge all bank accounts, cash at bank and all credit balances on any account with the Bank or with any other person whatsoever including the proceeds of book debts, revenues and claims charged pursuant to clause 3.1(e) of the Debenture (paragraph 5 above) which proceeds shall, on payment into the Designated Account (as defined in the Debenture) cease to be subject to the charge in clause 3.1(e) of the Debenture (paragraph 5 above) but shall be subject to the charge in this paragraph 8 (clause 3.1(h) of the Debenture).
 - 9 By way of floating charge all the undertaking and all property, assets and rights of the Company from time to time not otherwise effectively charged by the provisions of the Debenture. Paragraph 14, Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge contained in the Debenture.
 - 10 By way of an assignment all goodwill and uncalled capital of the Company.
 - 11 By way of an assignment all monies from time to time payable to the Company under or pursuant to the Insurances (as defined in the Debenture) including, without limitation, the refund of any premiums.
- A The above assets (the "Charged Assets") are charged or, as appropriate, assigned as continuing security.
- B The Debenture contains restrictions upon dealing in anyway with the Property (including leasing, assigning, disposing, charging or surrendering any interest in the Property).
- C The Debenture contains a further assurance clause.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03328696

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th APRIL 2005 AND CREATED BY HENLEY RECREATION & HEALTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2005.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES