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COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

\* Insert full name  
of company

To the Registrar of Companies

For official use Company number

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

3381595

Name of company

\* **B T LEISURE LIMITED** (the "Company")

Date of creation of the charge

20th day of October 1997

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

Debenture dated 20th October 1997 (the "Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to The Co-operative Bank plc (the "Bank") on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person) including interest, discount, commission, bank charges and other charges and expenses charged by the Bank.

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

The Co-operative Bank Plc

PO Box 101, 1 Balloon Street

Manchester

Postcode

M60 4EP

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

Davies Arnold Cooper  
60 Fountain Street  
Manchester  
M2 2FE  
Ref 803.5414.8

For official use  
Mortgage section



Time critical reference

Short particulars of all the property mortgaged or charged

See attached sheet

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 James Arnold Cooper

Date 4 November 1997

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.

**BT LEISURE LIMITED**  
**COMPANY NUMBER 3381595**

**Continuation of Form 395**

*Short particulars of the property mortgaged or charged:*

- 1 By way of legal mortgage all freehold and leasehold property of the Company at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property.
- 2 By way of fixed charge:
  - 2.1 all estates and interests of the Company in freehold, leasehold and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
  - 2.2 the benefit of all its rights, present and future, under covenants for title given in relation to the Property (as defined in the Debenture) and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee, or other occupier of the Property for the time being (including rights to rental and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;
  - 2.3 the benefit of all its rights, present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;
  - 2.4 the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;
  - 2.5 all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities;
  - 2.6 all its plant, machinery, vehicles, computers and other equipment, present and future, (unless it forms part of its stock-in-trade or work in progress) and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair, and/or replacement;
  - 2.7 all its goodwill and uncalled capital, present and future;
  - 2.8 all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;

- 2.9 all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the property, assets and rights of the Company both present and future, which are for the time being subject to the security created by or pursuant to the Debenture (the "Charged Assets");
- 2.10 all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;
- 2.11 all book and other debts now and from time to time due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money now or at any time during the continuance of this security belonging to the Company, together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances (as defined in the Debenture)).
- 3 By way of floating charge all the Company's undertaking, property and assets, whatever and wherever, both present and future (including heritable and other property and assets in Scotland) except to the extent effectively charged above.

Note:

The Debenture contains covenants by the Company with the Bank that the Company shall not without the prior written consent of the Bank:

- 1 create or allow to subsist any Encumbrance over any Charged Asset (whether ranking in priority to or pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so; or
- 2 sell, transfer, assign, factor, discount, or otherwise dispose of any Charged Asset (except for a disposal at market value in the usual course of trading of Charged Assets charged by way of floating charge only) or attempt or agree to do so.

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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. 03381595

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th OCTOBER 1997 AND CREATED BY BT LEISURE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th NOVEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th NOVEMBER 1997.

A handwritten signature in cursive script, appearing to read 'P. Davies'.

PHIL DAVIES

for the Registrar of Companies



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