



CHFP025

COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

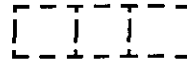
Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



3446630

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* The Real Live Leisure Company Limited (the "Company")

* insert full name
of company§ insert name(s) and
address(es) of all
the directors

X We, the directors listed at appendix 1,
together with
John Billington of 49 Cheswood Drive, Minworth, Sutton Coldfield,
West Midlands B76 1TA who is making a statutory declaration on the
date hereof which, together with this declaration, is the statutory
declaration required by Section 155(6) of the Companies Act 1985 (as
amended).

† delete as
appropriate~~XXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate~~XXXXXX~~ (a) ~~XXXXXX~~ a recognised bank, licensed under the Banking Act 1979§~~XXXXXX~~ (b) ~~XXXXXX~~ a person licensed under Section 3 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] Grant Leisure Group LimitedThe assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†The number and class of the shares acquired or to be acquired is: 158,332 ordinary
shares of £1 eachPresenter's name address and
reference (if any) :

Nabarro Nathanson
Lacon House
Theobald's Road
London
WC1X 8RW
AA/TRT/M2133/60/2570099v1

For official Use
General Section

Post room

LD5
COMPANIES HOUSE0468
04/08/03

The assistance is to be given to: (note 2) _____

MICE Group Plc (registered number 2879731) whose registered office is at Unit 10, Arley Industrial Park, Colliers Way, Spring Hill, Arley, Coventry CV7 8HN (the "**Parent**")

Please do not write in this margin

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

The assistance will take the form of:

Please see Appendix 2.

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as appropriate

The Parent

The principal terms on which the assistance will be given are:

Please see Appendix 3.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date hereof

Please do not
write in this
margin

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

* delete either (a) or
(b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~[It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]~~* (note 3)

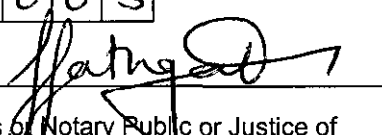
And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

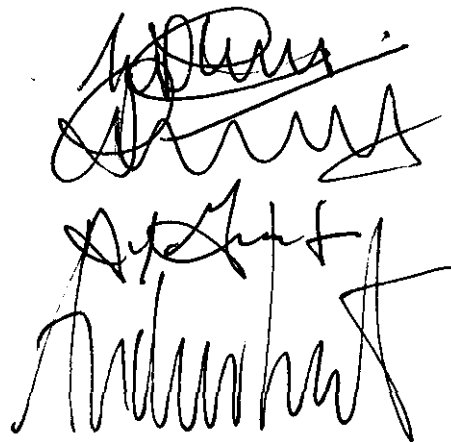
HOUNSLOW

Day Month Year
on 24 07 2003

before me


A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below



NOTES

~~764 CDE London~~
Pountney Hill House
Laurence Pountney Hill
London EC4R 0BL

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

APPENDIX 1

List of directors of The Real Live Leisure Company Limited

Michael James Curley of Catthorpe Hall, Catthorpe, Lutterworth, Leicestershire LE17 6DF;

James Richard Harold Curley of Aped Rock, Parrock Lane, Upper Hartfield, Hartfield, East Sussex TN7 4AU; and

Andrew Young Grant of 15 Elizabeth Mews, Belsize Park, London NW3 4UH.

Andrew Paul Coates of 37 Clifton Road, Dunstable
Bedfordshire LU6 1LT *APC* *AG* *AG*
H.

APPENDIX 2

Form of Financial Assistance

**In this Appendix 2 references to the “Company” are references to
The Real Live Leisure Company Limited**

In this Appendix 2 references to the “Parent” are references to MICE Group PLC

1. The multicurrency term and revolving facility agreement (the **“Facility Agreement”**) to be entered into between the Parent as the borrower, certain subsidiaries of the Parent, including the Company, as original guarantors, Barclays Capital as mandated lead arranger, Barclays Bank PLC as, inter alia, agent, security trustee and original lender and certain other financial institutions detailed therein as original lenders.
2. The debenture (the **“Debenture”**) to be entered into between the Parent and certain of its subsidiaries (including the Company) as charging companies and Barclays Bank PLC as security trustee.
3. The intra-group loan agreement (the **“Intra-Group Loan Agreement”**) to be entered into between the Company and certain other subsidiaries of the Parent as lenders and the Parent as borrower, incorporating the form of a letter of support to be given by the Parent to, inter alios, the Company.

APPENDIX 3

Principal terms upon which the financial assistance will or may be regarded as given

**In this Appendix 3 references to the "Company" are references to
The Real Live Leisure Company Limited**

In this Appendix 3 references to the "Parent" are references to MICE Group PLC

In this Appendix, terms defined in the Schedule to this Appendix shall bear the meanings given to them therein.

Monies lent by the Lenders to the Parent will be and/or have been used by the Parent to reduce or discharge the liability incurred by the Parent to (inter alia) acquire 76% of the issued share capital of the Company's intermediate holding company, Grant Leisure Group Limited, and repayment of such monies to the Lenders will be guaranteed by, inter alia, the Company and secured by, inter alios, the Company pursuant to the grant of a guarantee and indemnity under the terms of the Facility Agreement and pursuant to the Debenture.

A. THE FACILITY AGREEMENT

Under Clause 19 (Guarantee and Indemnity) of the Facility Agreement, the Company will irrevocably and unconditionally jointly and severally;

1. guarantee to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
2. undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it were the Principal Obligor (as defined therein); and
3. indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by the Company becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

The guarantee provided pursuant to Clause 19 (Guarantee and Indemnity) of the Facility Agreement will be a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

B. THE DEBENTURE

1. Covenant to pay

Under Clause 2.1 of the Debenture, the Company, as principal obligor and not merely as surety, will covenant in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.

2. Fixed charges

Under Clause 4 of the Debenture the Company with full title guarantee will charge and agree to charge all of its present and future rights, titles and interests in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest:

2.1 by way of first legal mortgage:

- (a) the Property (if any) specified in Part 1 of Schedule 2 to the Debenture (*Details of Security Assets*); and
- (b) all other Property (if any) vested in or charged to the Company at the date of the Debenture (not charged by Clause 4.1.1(i) of the Debenture (paragraph 2.1(a) above));

2.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by Clause 4.1.1 of the Debenture (paragraph 2.1 above)); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.3 by way of first fixed charge:

- (a) all plant and machinery (not charged under Clauses 4.1.1 or 4.1.2 of the Debenture (paragraphs 2.1 and 2.2 above));
 - (b) all computers, vehicles, office equipment and other equipment;
 - (c) the benefit of all contracts, licences and warranties relating to the same,
- (other than any which is for the time being part of the Company's stock-in-trade or work-in-progress);

2.4 by way of first fixed charge:

- (a) all the Charged Securities (if any) referred to in Part 2 (*Charged Securities*) of Schedule 2 to the Debenture (*Details of Security Assets*);
- (b) all other Charged Securities (not charged by Clause 4.1.4(i) of the Debenture (paragraph 2.4(a) above)), in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which a the Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

2.5 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
 - (b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by Clause 4.1.5(i) of the Debenture (paragraph 2.5(a) above), in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;
- 2.6 by way of first fixed charge all Intellectual Property;
- 2.7 to the extent that any of the Assigned Assets are not effectively assigned under Clause 4.2 (*Security assignments*) of the Debenture (paragraph 2.2 below), by way of first fixed charge those Assigned Assets;
- 2.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
 - (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
 - (b) any letter of credit issued in favour the Company and all bills of exchange and other negotiable instruments held by it;
- 2.9 by way of first fixed charge all the goodwill and uncalled capital of the Company; and
- 2.10 by way of first fixed charge the beneficial interest in any pension fund.

3. Security assignments

Under Clause 4.2 (*Security assignments*) of the Debenture, the Company will assign and agree to assign absolutely (subject to a proviso for reassignment on redemption in accordance with the terms of the Debenture (*Covenant to release*)) all its present and future right, title and interest in and to:

- 3.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- 3.2 all other Receivables (not otherwise assigned under Clause 4.2.1 of the Debenture (paragraph 3.1 above)).

To the extent that any Assigned Asset described in Clause 4.2.1 of the Debenture (paragraph 3.1 above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims the Company to any proceeds of the Insurances.

4. Floating charge

Under Clause 5 (*Floating Charge*) of the Debenture, the Company will charge and agree to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 4.1 (*Fixed charges*) or Clause 4.2 (*Security*

assignments) of the Debenture (paragraphs 2 and 3 above) or any other provision therein, and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

5. Restrictions on dealing

5.1 Unless expressly permitted to do so under the Facility Agreement, under Clause 11.1 (*Restrictions on dealings*) of the Debenture the Company will undertake that it will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any security upon any of the Security Assets (except a lien arising solely by operation of law in the ordinary course of trading which does not secure Financial Indebtedness); or
- (b) sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.

5.2 Under Clause 11.6.1 (*Receivables and Security Accounts*) of the Debenture, save as permitted under the Facility Agreement, the Company will undertake, without prejudice to Clause 11.1 (*Restrictions on dealings*) of the Debenture (paragraph 5.1 above) but in addition to the restrictions contained in that Clause, that it will not sell, assign, charge, factor or discount or in any other matter deal with any of the receivables without the prior written consent of the Security Trustee.

6. Further assurance

6.1 General

Under Clause 25 (*Further Assurance*) of the Debenture, whenever requested by the Security Trustee, the Company will at its own expense, promptly execute any deeds or documents and take any action required by the Security Trustee:

- 6.1.1 to perfect and protect the security created (or intended to be created) by or pursuant to the Debenture; or
- 6.1.2 to facilitate the realisation of any Security Asset or otherwise to enforce the security created by or pursuant to the Debenture; or
- 6.1.3 to exercise any of the rights of the Security Trustee or any receiver appointed by the Security Trustee under the terms of the Debenture or any delegate or sub-delegate thereof under the Debenture,

including (without limitation) (1) the execution of any transfer, conveyance, assignment or assurance of any property or assets (whether to the Security Trustee or its nominees) and (2) the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Trustee may think expedient.

6.2 Specific obligations

6.2.1 Under Clause 11.3.4(ii) (*Land, etc.*) of the Debenture, the Company will undertake that it will, on demand by the Security Trustee, execute and deliver to the Security Trustee a

legal mortgage (or, in the case of any property situated in Scotland, a standard security) in favour of the Security Trustee of any freehold or leasehold Property which becomes vested in it after the date of the Debenture (together with all fixtures and fittings thereon and fixed plant and machinery) to secure the payment of the Secured Obligations in any form which the Security Trustee reasonably requires.

- 6.2.2 Under Clause 11.7 (*Charged Investments*) of the Debenture, the Company will undertake, by way of security for the Secured Obligations, in respect of all Charged Securities which are in certificated form, promptly upon receipt of any certificate or any other document of title to any other Charged Securities, deliver it to the Security Trustee together with instruments of transfer executed in blank and left undated or other documents required to enable it or its nominees to be registered as the owner of or otherwise acquire legal title to the Charged Securities.

6.3 Intellectual Property

Under Clause 25 (*Further Assurance*) of the Debenture, the Company, as registered proprietor, will appoint the Security Trustee as its agent to apply for the particulars of the Debenture, and of the interest of the Security Trustee in any registered Intellectual Property (and any other or future Intellectual Property (including but not limited to trade marks and trade mark applications) registered or to be registered in the United Kingdom or elsewhere in the name of the Company), to be entered on any relevant register. The Company will agree to execute all documents and forms required to enable such particulars to be entered.

6.4 Cost and terms

Any security document required to be executed by the Company pursuant to Clause 25 (*Further assurance*) or Clause 11.3 (*Land, etc.*) will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Debenture.

6.5 Overseas Security Assets

Without limiting the generality of Clause 25 (*Further assurance*) of the Debenture, if any Security Asset is located outside England and Wales or is subject to the laws of any jurisdiction other than England and Wales, the Company must at its own expense promptly execute any deeds or documents and take any action required by the Security Trustee which is necessary or desirable to create, perfect and protect security under the laws of such jurisdiction which is equivalent or analogous in effect to the security created (or intended to be created) by or pursuant to the Debenture. For this purpose, the Security Trustee may appoint such advisers (legal or otherwise) as it considers appropriate to prepare any necessary documentation and advise on any necessary procedures to constitute such security in such jurisdiction and the Company shall be responsible for the costs thereof.

C. THE INTRA-GROUP LOAN AGREEMENT

1. Under Clause 2.1 of the Intra-Group Loan Agreement, the Company and certain other subsidiaries of the Parent (in this Section C, together the “**Lenders**”) will grant to the Parent as borrower (the “**Borrower**”) loan facilities.
2. Under Clause 3.1 of the Intra-Group Loan Agreement, the proceeds of an advance made under the Intra-Group Loan Agreement are to be used solely to enable the Borrower:
 - 2.1 to pay any amounts due to the Finance Parties under the Facility Agreement; and/or
 - 2.2 for its general corporate purposes.
3. Under Clause 4.2 of the Intra-Group Loan Agreement, the relevant Lender will not have to make an advance until it has received a letter of support from the Borrower, to be provided in the form set out in Schedule 2 to the Intra-Group Loan Agreement (see paragraph 6 below).
4. Under Clause 5 of the Intra-Group Loan Agreement, each advance under the Intra-Group Loan Agreement will bear interest at the rate of 1.25% per annum over the base rate of Barclays Bank PLC (or such other rate as may be agreed from time to time between the Borrower and the relevant Lender and shall accrue from day to day).
5. Under Clause 6.1 of the Intra-Group Loan Agreement, all advances will, unless already repaid pursuant to the terms of the Intra-Group Loan Agreement, be repaid on the final repayment date of 31 July 2008.
 - 5.1 Schedule 2 of the Intra-Group Loan Agreement provides a form of letter of support (the “**Letter of Support**”) which will be provided by the Borrower to the Lenders and in the Letter of Support, the Borrower intends (subject to the provisions thereof) to the extent that a Lender has any difficulty in meeting its individual working capital needs and subject to the terms of the Facility Agreement and no termination event (as defined in the Intra-Group Loan Agreement) having occurred and being continuing, on and from the execution of the Facility Agreement, the Debenture and the Intra-Group Loan Agreement, that:
 - 5.1.1 it will lend to that Lender such amounts as are necessary to meet any working capital shortfalls; and/or
 - 5.1.2 in its capacity as the ultimate holding company of the Mice group of companies the Parent and its subsidiaries from time to time), will procure that another member of the Mice group of companies (lends such amounts to that Lender.

Any amounts lent to a Lender under the Letter of Support will be repayable on the date specified in any written demand for repayment and will bear interest at the rate of 1.25% per annum over the base rate of Barclays Bank PLC (or such other rate as shall be agreed between the relevant Lender and the Principal Borrowers).

SCHEDULE TO APPENDIX 3

Definitions

In this Appendix 3, the following definitions shall bear the following meanings:

“Additional Borrower”

means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Additional Guarantor”

means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Agent”

means Barclays Bank PLC;

“Assigned Assets”

means the Security Assets expressed to be assigned by way of security pursuant to Clause 3 (*Security assignments*) of the Debenture;

“Borrower”

means the Original Borrower and any Additional Borrower;

“Charged Investments”

means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

“Charged Securities”

means;

- (a) the shares specified in Part 2 (*Charged Securities*) of Schedule 2 (*Details of Security Assets*) of the Debenture; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Charging Companies or in which a Charging Company has an interest at any time;

“Charging Companies”

means the Initial Charging Companies and any company which accedes to the Debenture pursuant to the terms of a duly executed Deed of Accession (each a “Charging Company”);

“Deed of Accession”

means a deed of accession to the Debenture in the form set out in Schedule 4 thereto.

“Finance Documents”

means the Facility Agreement, the Debenture, any fee letter, any guarantee, any accession letter, any resignation letter and any other document designated as such by the Agent and the Parent;

“Finance Party”

means the Agent, the Security Trustee, Barclays Capital as mandated lead arranger, the Fronting Lender or any Lender (meaning any of the aforementioned or any entity who becomes a party);

“Financial Indebtedness”

means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above;

“Fronting Lender”

means Barclays Bank PLC;

“Group”

means the Parent and its subsidiaries from time to time;

“Guarantor”

means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Insurances”

means all policies of insurance (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of a Charging Company or in which a Charging Company from time to time has an interest;

“Intellectual Property”

means all present or future legal and/or equitable interests of a Charging Company (including, without limitation, the benefit of all licences in any part of the world) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of a Charging Company;

“Lender”

means:

- (i) any Original Lender;
- (ii) the Fronting Lender; and
- (iii) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 25 (*Changes to Lenders*) of the Facility Agreement;

“Obligor”

means a Borrower or a Guarantor;

“Original Borrower”

means the Parent;

“Original Guarantor”

means, together with the Parent, all of the companies listed in Part 1 of Schedule 1 (*Original Parties*) to the Facility Agreement and includes the Company;

“Original Lenders”

means the financial institutions listed in Part 3 of Schedule 1 (*The Original Parties*) to the Facility Agreement;

“Property”

means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Charging Company or in which a Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 1 (*Details of Security Assets*) of the Debenture) and:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

“Receivables”

means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, security and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

“Related Rights”

means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below;
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

“Secured Obligations”

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Companies to the Security Trustee (whether on its own account or on behalf of any of the Finance Parties) or to the other Finance Parties (or any of them) under any Finance Document to which the Charging

Companies are party (including all monies covenanted to be paid under the Debenture) provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

"Security Account"

has the meaning given to that term in Clause 11 (*Undertakings by the Charging Companies*) of the Debenture;

"Security Assets"

means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture;

"Security Trustee"

means Barclays Bank PLC.

**AUDITOR'S REPORT TO THE DIRECTORS OF THE REAL LIVE LEISURE
COMPANY LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT
1985**

We have examined the attached statutory declaration of the directors dated 24 July 2003 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liabilities incurred in connection with the purchase of 76% of the issued share capital of Grant Leisure Group Limited, being a holding company of the Company, by MICE Group PLC.

Basis of Opinion

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

24 July 2003



Hart Shaw
Registered Auditors

Email: info@hartshaw.co.uk

Also at:

37 Moorgate Road Rotherham South Yorkshire S60 2AE Telephone: 01709 362 001 Fax: 01709 368 590
31 Great King Street Macclesfield Cheshire SK11 6PL Telephone: 01625 428 927 Fax: 01625 613 161

Partners: Andrew Maybery, Paul Dawson, Jonathan Robinson, Martin McDonagh, David Taylor, Kevan Shaw.

Consultants: Julian Dunk, Martin Allbrighton, David Allen.

Associates: Martin Wharin, Christopher Brown.

Registered to carry on audit work by the Institute of Chartered Accountants in England and Wales

A member of the U.K. 200 Group of Practising Chartered Accountants and The International Association of Practising Accountants



INVESTOR IN PEOPLE

G

CHFP025

Please do not
write in this
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COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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

3446630

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* The Real Live Leisure Company Limited (the "Company")

* insert full name
of company

Ø insert name(s) and
address(es) of all
the directors

I/We ~~XXX~~ John Billington of 49 Cheswood Drive, Minworth, Sutton Coldfield,
West Midlands B76 1TA
together with the directors listed at appendix 1, who are making a
statutory declaration on the date hereof which, together with this
declaration, is the statutory declaration required by Section 155(6)
of the Companies Act 1985 (as amended).

† delete as
appropriate

~~XXXXXXXXXXXXXXXXXXXX~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank, licensed insurance company or the carrying on of banking~~ Act 1979§

~~(b) that of a person authorised under section 32 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXXXX~~ [company's holding company] Grant Leisure Group Limited

The assistance is for the purpose of ~~XXXXXXXXXX~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 158,332 ordinary
shares of £1 each

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

Nabarro Nathanson
Lacon House
Theobald's Road
London
WC1X 8RW

AA/TRT/M2133/60/2570075v1

For official Use
General Section

Post room

The assistance is to be given to: (note 2) _____

MICE Group Plc (registered number 2879731) whose registered office is at Unit 10, Arley Industrial Park, Colliers Way, Spring Hill, Arley, Coventry CV7 8HN (the "Parent")

Please do not
write in this
margin

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

The assistance will take the form of:

Please see Appendix 2.

The person who [has acquired] ~~will acquire~~ the shares is:

† delete as
appropriate

The Parent

The principal terms on which the assistance will be given are:

Please see Appendix 3.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date hereof

Please do not
write in this
margin

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

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

(a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or
(b) as appropriate

(b) ~~It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]~~* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

10 ARLEN PARK, ARLEN,
CO. DUBLIN

Day Month Year
on 24 07 2003.

before me

Bailey
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB



APPENDIX 1

List of directors of The Real Live Leisure Company Limited

Michael James Curley of Catthorpe Hall, Catthorpe, Lutterworth, Leicestershire LE17 6DF;

James Richard Harold Curley of Aped Rock, Parrock Lane, Upper Hartfield, Hartfield, East Sussex TN7 4AU; and

Andrew Young Grant of 15 Elizabeth Mews, Belsize Park, London NW3 4UH.

 Andrew Paul Coates, of 37 Clifton Road, Drinstable
Bedfordshire, MK6 1LT 

APPENDIX 2

Form of Financial Assistance

**In this Appendix 2 references to the “Company” are references to
The Real Live Leisure Company Limited**

In this Appendix 2 references to the “Parent” are references to MICE Group PLC

1. The multicurrency term and revolving facility agreement (the **“Facility Agreement”**) to be entered into between the Parent as the borrower, certain subsidiaries of the Parent, including the Company, as original guarantors, Barclays Capital as mandated lead arranger, Barclays Bank PLC as, inter alia, agent, security trustee and original lender and certain other financial institutions detailed therein as original lenders.
2. The debenture (the **“Debenture”**) to be entered into between the Parent and certain of its subsidiaries (including the Company) as charging companies and Barclays Bank PLC as security trustee.
3. The intra-group loan agreement (the **“Intra-Group Loan Agreement”**) to be entered into between the Company and certain other subsidiaries of the Parent as lenders and the Parent as borrower, incorporating the form of a letter of support to be given by the Parent to, inter alios, the Company.

APPENDIX 3

**Principal terms upon which the financial assistance
will or may be regarded as given**

**In this Appendix 3 references to the "Company" are references to
The Real Live Leisure Company Limited**

In this Appendix 3 references to the "Parent" are references to MICE Group PLC

In this Appendix, terms defined in the Schedule to this Appendix shall bear the meanings given to them therein.

Monies lent by the Lenders to the Parent will be and/or have been used by the Parent to reduce or discharge the liability incurred by the Parent to (inter alia) acquire 76% of the issued share capital of the Company's intermediate holding company, Grant Leisure Group Limited, and repayment of such monies to the Lenders will be guaranteed by, inter alia, the Company and secured by, inter alios, the Company pursuant to the grant of a guarantee and indemnity under the terms of the Facility Agreement and pursuant to the Debenture.

A. THE FACILITY AGREEMENT

Under Clause 19 (Guarantee and Indemnity) of the Facility Agreement, the Company will irrevocably and unconditionally jointly and severally;

1. guarantee to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
2. undertake with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, that it shall immediately on demand pay that amount as if it were the Principal Obligor (as defined therein); and
3. indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by the Company becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

The guarantee provided pursuant to Clause 19 (Guarantee and Indemnity) of the Facility Agreement will be a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

B. THE DEBENTURE

1. Covenant to pay

Under Clause 2.1 of the Debenture, the Company, as principal obligor and not merely as surety, will covenant in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due.

2. Fixed charges

Under Clause 4 of the Debenture the Company with full title guarantee will charge and agree to charge all of its present and future rights, titles and interests in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest:

2.1 by way of first legal mortgage:

- (a) the Property (if any) specified in Part 1 of Schedule 2 to the Debenture (*Details of Security Assets*); and
- (b) all other Property (if any) vested in or charged to the Company at the date of the Debenture (not charged by Clause 4.1.1(i) of the Debenture (paragraph 2.1(a) above));

2.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by Clause 4.1.1 of the Debenture (paragraph 2.1 above)); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.3 by way of first fixed charge:

- (a) all plant and machinery (not charged under Clauses 4.1.1 or 4.1.2 of the Debenture (paragraphs 2.1 and 2.2 above));
- (b) all computers, vehicles, office equipment and other equipment;
- (c) the benefit of all contracts, licences and warranties relating to the same,

(other than any which is for the time being part of the Company's stock-in-trade or work-in-progress);

2.4 by way of first fixed charge:

- (a) all the Charged Securities (if any) referred to in Part 2 (*Charged Securities*) of Schedule 2 to the Debenture (*Details of Security Assets*);
- (b) all other Charged Securities (not charged by Clause 4.1.4(i) of the Debenture (paragraph 2.4(a) above)), in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which a the Company may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

2.5 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
 - (b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by Clause 4.1.5(i) of the Debenture (paragraph 2.5(a) above), in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;
- 2.6 by way of first fixed charge all Intellectual Property;
- 2.7 to the extent that any of the Assigned Assets are not effectively assigned under Clause 4.2 (*Security assignments*) of the Debenture (paragraph 2.2 below), by way of first fixed charge those Assigned Assets;
- 2.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
 - (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
 - (b) any letter of credit issued in favour the Company and all bills of exchange and other negotiable instruments held by it;
- 2.9 by way of first fixed charge all the goodwill and uncalled capital of the Company; and
- 2.10 by way of first fixed charge the beneficial interest in any pension fund.

3. Security assignments

Under Clause 4.2 (*Security assignments*) of the Debenture, the Company will assign and agree to assign absolutely (subject to a proviso for reassignment on redemption in accordance with the terms of the Debenture (*Covenant to release*)) all its present and future right, title and interest in and to:

- 3.1 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- 3.2 all other Receivables (not otherwise assigned under Clause 4.2.1 of the Debenture (paragraph 3.1 above)).

To the extent that any Assigned Asset described in Clause 4.2.1 of the Debenture (paragraph 3.1 above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims the Company to any proceeds of the Insurances.

4. Floating charge

Under Clause 5 (*Floating Charge*) of the Debenture, the Company will charge and agree to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 4.1 (*Fixed charges*) or Clause 4.2 (*Security*

assignments) of the Debenture (paragraphs 2 and 3 above) or any other provision therein, and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

5. Restrictions on dealing

5.1 Unless expressly permitted to do so under the Facility Agreement, under Clause 11.1 (*Restrictions on dealings*) of the Debenture the Company will undertake that it will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any security upon any of the Security Assets (except a lien arising solely by operation of law in the ordinary course of trading which does not secure Financial Indebtedness); or
- (b) sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.

5.2 Under Clause 11.6.1 (*Receivables and Security Accounts*) of the Debenture, save as permitted under the Facility Agreement, the Company will undertake, without prejudice to Clause 11.1 (*Restrictions on dealings*) of the Debenture (paragraph 5.1 above) but in addition to the restrictions contained in that Clause, that it will not sell, assign, charge, factor or discount or in any other matter deal with any of the receivables without the prior written consent of the Security Trustee.

6. Further assurance

6.1 General

Under Clause 25 (*Further Assurance*) of the Debenture, whenever requested by the Security Trustee, the Company will at its own expense, promptly execute any deeds or documents and take any action required by the Security Trustee:

- 6.1.1 to perfect and protect the security created (or intended to be created) by or pursuant to the Debenture; or
- 6.1.2 to facilitate the realisation of any Security Asset or otherwise to enforce the security created by or pursuant to the Debenture; or
- 6.1.3 to exercise any of the rights of the Security Trustee or any receiver appointed by the Security Trustee under the terms of the Debenture or any delegate or sub-delegate thereof under the Debenture,

including (without limitation) (1) the execution of any transfer, conveyance, assignment or assurance of any property or assets (whether to the Security Trustee or its nominees) and (2) the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Trustee may think expedient.

6.2 Specific obligations

6.2.1 Under Clause 11.3.4(ii) (*Land, etc.*) of the Debenture, the Company will undertake that it will, on demand by the Security Trustee, execute and deliver to the Security Trustee a

legal mortgage (or, in the case of any property situated in Scotland, a standard security) in favour of the Security Trustee of any freehold or leasehold Property which becomes vested in it after the date of the Debenture (together with all fixtures and fittings thereon and fixed plant and machinery) to secure the payment of the Secured Obligations in any form which the Security Trustee reasonably requires.

- 6.2.2 Under Clause 11.7 (*Charged Investments*) of the Debenture, the Company will undertake, by way of security for the Secured Obligations, in respect of all Charged Securities which are in certificated form, promptly upon receipt of any certificate or any other document of title to any other Charged Securities, deliver it to the Security Trustee together with instruments of transfer executed in blank and left undated or other documents required to enable it or its nominees to be registered as the owner of or otherwise acquire legal title to the Charged Securities.

6.3 Intellectual Property

Under Clause 25 (*Further Assurance*) of the Debenture, the Company, as registered proprietor, will appoint the Security Trustee as its agent to apply for the particulars of the Debenture, and of the interest of the Security Trustee in any registered Intellectual Property (and any other or future Intellectual Property (including but not limited to trade marks and trade mark applications) registered or to be registered in the United Kingdom or elsewhere in the name of the Company), to be entered on any relevant register. The Company will agree to execute all documents and forms required to enable such particulars to be entered.

6.4 Cost and terms

Any security document required to be executed by the Company pursuant to Clause 25 (*Further assurance*) or Clause 11.3 (*Land, etc.*) will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Debenture.

6.5 Overseas Security Assets

Without limiting the generality of Clause 25 (*Further assurance*) of the Debenture, if any Security Asset is located outside England and Wales or is subject to the laws of any jurisdiction other than England and Wales, the Company must at its own expense promptly execute any deeds or documents and take any action required by the Security Trustee which is necessary or desirable to create, perfect and protect security under the laws of such jurisdiction which is equivalent or analogous in effect to the security created (or intended to be created) by or pursuant to the Debenture. For this purpose, the Security Trustee may appoint such advisers (legal or otherwise) as it considers appropriate to prepare any necessary documentation and advise on any necessary procedures to constitute such security in such jurisdiction and the Company shall be responsible for the costs thereof.

C. THE INTRA-GROUP LOAN AGREEMENT

1. Under Clause 2.1 of the Intra-Group Loan Agreement, the Company and certain other subsidiaries of the Parent (in this Section C, together the “**Lenders**”) will grant to the Parent as borrower (the “**Borrower**”) loan facilities.
2. Under Clause 3.1 of the Intra-Group Loan Agreement, the proceeds of an advance made under the Intra-Group Loan Agreement are to be used solely to enable the Borrower:
 - 2.1 to pay any amounts due to the Finance Parties under the Facility Agreement; and/or
 - 2.2 for its general corporate purposes.
3. Under Clause 4.2 of the Intra-Group Loan Agreement, the relevant Lender will not have to make an advance until it has received a letter of support from the Borrower, to be provided in the form set out in Schedule 2 to the Intra-Group Loan Agreement (see paragraph 6 below).
4. Under Clause 5 of the Intra-Group Loan Agreement, each advance under the Intra-Group Loan Agreement will bear interest at the rate of 1.25% per annum over the base rate of Barclays Bank PLC (or such other rate as may be agreed from time to time between the Borrower and the relevant Lender and shall accrue from day to day).
5. Under Clause 6.1 of the Intra-Group Loan Agreement, all advances will, unless already repaid pursuant to the terms of the Intra-Group Loan Agreement, be repaid on the final repayment date of 31 July 2008.
 - 5.1 Schedule 2 of the Intra-Group Loan Agreement provides a form of letter of support (the “**Letter of Support**”) which will be provided by the Borrower to the Lenders and in the Letter of Support, the Borrower intends (subject to the provisions thereof) to the extent that a Lender has any difficulty in meeting its individual working capital needs and subject to the terms of the Facility Agreement and no termination event (as defined in the Intra-Group Loan Agreement) having occurred and being continuing, on and from the execution of the Facility Agreement, the Debenture and the Intra-Group Loan Agreement, that:
 - 5.1.1 it will lend to that Lender such amounts as are necessary to meet any working capital shortfalls; and/or
 - 5.1.2 in its capacity as the ultimate holding company of the Mice group of companies the Parent and its subsidiaries from time to time), will procure that another member of the Mice group of companies (lends such amounts to that Lender.

Any amounts lent to a Lender under the Letter of Support will be repayable on the date specified in any written demand for repayment and will bear interest at the rate of 1.25% per annum over the base rate of Barclays Bank PLC (or such other rate as shall be agreed between the relevant Lender and the Principal Borrowers).

SCHEDULE TO APPENDIX 3

Definitions

In this Appendix 3, the following definitions shall bear the following meanings:

“Additional Borrower”

means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Additional Guarantor”

means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Agent”

means Barclays Bank PLC;

“Assigned Assets”

means the Security Assets expressed to be assigned by way of security pursuant to Clause 3 (*Security assignments*) of the Debenture;

“Borrower”

means the Original Borrower and any Additional Borrower;

“Charged Investments”

means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

“Charged Securities”

means:

- (a) the shares specified in Part 2 (*Charged Securities*) of Schedule 2 (*Details of Security Assets*) of the Debenture; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Charging Companies or in which a Charging Company has an interest at any time;

“Charging Companies”

means the Initial Charging Companies and any company which accedes to the Debenture pursuant to the terms of a duly executed Deed of Accession (each a “Charging Company”);

“Deed of Accession”

means a deed of accession to the Debenture in the form set out in Schedule 4 thereto.

“Finance Documents”

means the Facility Agreement, the Debenture, any fee letter, any guarantee, any accession letter, any resignation letter and any other document designated as such by the Agent and the Parent;

“Finance Party”

means the Agent, the Security Trustee, Barclays Capital as mandated lead arranger, the Fronting Lender or any Lender (meaning any of the aforementioned or any entity who becomes a party);

“Financial Indebtedness”

means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above;

“Fronting Lender”

means Barclays Bank PLC;

“Group”

means the Parent and its subsidiaries from time to time;

“Guarantor”

means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors and Further Security*) of the Facility Agreement;

“Insurances”

means all policies of insurance (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of a Charging Company or in which a Charging Company from time to time has an interest;

“Intellectual Property”

means all present or future legal and/or equitable interests of a Charging Company (including, without limitation, the benefit of all licences in any part of the world) in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of a Charging Company;

“Lender”

means:

- (i) any Original Lender;
- (ii) the Fronting Lender; and
- (iii) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 25 (*Changes to Lenders*) of the Facility Agreement;

“Obligor”

means a Borrower or a Guarantor;

“Original Borrower”

means the Parent;

“Original Guarantor”

means, together with the Parent, all of the companies listed in Part 1 of Schedule 1 (*Original Parties*) to the Facility Agreement and includes the Company;

“Original Lenders”

means the financial institutions listed in Part 3 of Schedule 1 (*The Original Parties*) to the Facility Agreement;

“Property”

means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Charging Company or in which a Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in Part 1 of Schedule 1 (*Details of Security Assets*) of the Debenture) and:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

“Receivables”

means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, security and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

“Related Rights”

means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below;
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

“Secured Obligations”

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Charging Companies to the Security Trustee (whether on its own account or on behalf of any of the Finance Parties) or to the other Finance Parties (or any of them) under any Finance Document to which the Charging

Companies are party (including all monies covenanted to be paid under the Debenture) provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985;

"Security Account"

has the meaning given to that term in Clause 11 (*Undertakings by the Charging Companies*) of the Debenture;

"Security Assets"

means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to the Debenture;

"Security Trustee"

means Barclays Bank PLC.

**AUDITOR'S REPORT TO THE DIRECTORS OF THE REAL LIVE LEISURE
COMPANY LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT
1985**

We have examined the attached statutory declaration of the directors dated 24 July 2003 in connection with the proposal that the Company should give financial assistance for the purpose of reducing or discharging liabilities incurred in connection with the purchase of 76% of the issued share capital of Grant Leisure Group Limited, being a holding company of the Company, by MICE Group PLC.

Basis of Opinion

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

24 July 2003



**Hart Shaw
Registered Auditors**

Email: info@hartshaw.co.uk

Also at:

346 Glossop Road Sheffield S10 2HW Telephone: 0114 273 8551 Fax: 0114 276 0934

31 Great King Street Macclesfield Cheshire SK11 6PL Telephone: 01625 428 927 Fax: 01625 613 161

Partners: Andrew Maybery, Paul Dawson, Jonathan Robinson, Martin McDonagh, David Taylor, Kevan Shaw.

Consultants: Julian Dunk, Martin Allbrighton, David Allen.

Associates: Martin Wharin, Christopher Brown.

Registered to carry on audit work by the Institute of Chartered Accountants in England and Wales

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