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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

183676 / 1469

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3588417

Name of company

* Potterplace Limited (the **Chargor**)

Date of creation of the charge

31 March 2005

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

A security agreement between, amongst others, the Chargor and HSBC Bank PLC (the **Facility Agent**) as agent and trustee for the Finance Parties (the **Agreement**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in the Agreement contravening Section 151 of the Companies Act 1985, or, in the case of the Chargor or any Other Chargor being incorporated in Jersey, Article 58 of the Companies (Jersey) Law 1991 (the **Secured Liabilities**).

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

HSBC Bank PLC (as agent and trustee for the Finance Parties)
Level 24, 8 Canada Square, London

Postcode E14 5HQ

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

Allen & Overy LLP

One New Change
London EC4M 9QQ

AALP/32801-00686/BK:2576982

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LXHUC4GP

0301
15/04/05

See Continuation Sheets.

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Alh & Ong LLP

Date

15.4.2005

On behalf of ~~XXXXXX XXXXXX~~ [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

SHORT PARTICULARS OF PROPERTY MORTGAGED/CHARGED

1. General

- (a) All the security created under the Agreement:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Facility Agent holds the benefit of the Agreement on trust for the Finance Parties.

2. Land

- (a) The Chargor has charged:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in the schedule to this form 395; and
 - (ii) (to the extent that they are not either the subject of a mortgage under subclause 2.2 (a)(i) (Land) of the Agreement or freehold, feuhold or leasehold property in Scotland) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in subclause 2.2 (Land) of the Agreement to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. Securities

- (a) The Chargor has charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in subclause 2.3 (Securities) of the Agreement to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

4. Plant and machinery

The Chargor has charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

5. Credit balances

The Chargor has charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Agreement) it has with any person and the debt represented by it.

6. Book debts etc.

The Chargor has charged by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) *all other moneys due and owing to it; and*
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

7. Insurances

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

8. Other contracts

The Chargor has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each appointment of a Managing Agent;
- (e) under any agreement relating to the purchase of a Property by the Chargor;
- (f) under any Property Trust Deed to which it is a party;
- (g) under any agreement relating to the purchase of a Property by the Chargor; and
- (h) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of clause 2 (Creation of Security) of the Agreement.

9. Miscellaneous

The Chargor has charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (a) above; and
- (e) its uncalled capital.

10. Floating charge

- (a) The Chargor has charged by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 (Creation of Security) of the Agreement.
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by subclause 2.10 (Floating charge) of the Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by subclause 2.10 (Floating charge) of the Agreement may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by subclause 2.10 (Floating charge) of the Agreement will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by subclause 2.10 (Floating charge) of the Agreement is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

11. Security

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for any security created by the Agreement).

12. Disposals

Except as expressly allowed in the Credit Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Agreement.

In this Form 395:

Accession Agreement means a Guarantor Accession Agreement, a Counterparty Accession Agreement or an Intercreditor Accession Deed.

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Additional Property means any real property the security over which is fixed security created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property.

Administrative Party means the Arranger or the Facility Agent.

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property.

Arranger means HSBC Bank plc in its capacity as Arranger.

Assignment of Rent means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent.

Beneficial Owner means a Guarantor that holds the beneficial but not the legal title to a Property.

Beneficial Owner Security Agreement means a security agreement in the form of schedule 12 (Form of Beneficial Owner Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Borrower means X-Leisure Limited Partnership (registered under the Limited Partnerships Act 1907 with registered number LP 9312 acting by its general partner X-Leisure (General Partner) Limited (registered number 5060646)).

Borrower Security Agreement means a security agreement in the form of schedule 10 (Form of Borrower Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Commitment means:

- (a) for the Original Lender, the amount set opposite its name in part 1 of schedule 1 (Original Parties) to the Credit Agreement under the heading **Commitments** and the amount of any other Commitment it acquires; and
- (b) for any other Lender, the amount of any Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

Counterparty means an Additional Counterparty or the Original Counterparty.

Counterparty Accession Agreement means a letter, substantially in the form of part 3 of schedule 8 (Forms of Accession Agreements) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Credit Agreement means the £370,000,000 credit agreement dated 31 March 2005 between (among others) the Borrower and the Facility Agent.

Event of Default means an event specified as such in clause 21 (Default) of the Credit Agreement.

Facility means the credit facility made available under the Credit Agreement.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Finance Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) the Intercreditor Agreement;
- (e) the Subordination Agreement;
- (f) a Fee Letter;
- (g) a Resignation Request;
- (h) a Transfer Certificate;
- (i) an Accession Agreement; or
- (j) any other document designated as such by the Facility Agent and the Borrower.

Finance Party means a Lender, the Counterparty or an Administrative Party.

General Partner means:

- (a) X-Leisure (General Partner) Limited (registered number 5060646) with respect to the Borrower;
- (b) Leisure Parks (General Partner II) Limited (registered number 3580188) with respect to X-Leisure Fund II;
- (c) Leisure Parks (General Partners) Limited (registered number 3196858) with respect to X-Leisure Fund;
- (d) O2 (General Partner) Limited (registered number 3704717) with respect to the O2 Limited Partnership; or
- (e) the general partner with respect to any other limited partnership which becomes a Party.

Group means the Borrower and its Subsidiaries.

Guarantor means an Original Guarantor or an Additional Guarantor.

Guarantor Accession Agreement means a letter, substantially in the form of part 2 of schedule 8 (Form of Accession Agreements) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Hedging Arrangement means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement.

Intercreditor Accession Deed means an intercreditor accession deed in the form scheduled to the Intercreditor Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Intercreditor Agreement means the intercreditor agreement entered into or to be entered into by the Obligors, the Finance Parties and the finance parties under the 364-Day Credit Agreement.

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Borrower.

Lender means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing.

Majority Lenders means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the Total Commitments; or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated $66\frac{2}{3}$ per cent. or more of the Total Commitments immediately before the reduction.

Managing Agent means Capital & Regional Property Management Limited (registered number 2028741) or any other managing agent appointed by the Borrower in respect of a Property with the approval of the Facility Agent (acting on the instructions of the Majority Lenders).

Mortgage of Shares means a document evidencing or creating security over the shares of an Obligor entered into or to be entered into by an Obligor in favour of the Facility Agent.

North Finchley Property means Great North Leisure Park, North Finchley as more particularly described in a Security Document and, where the context so requires, means the buildings on that Property.

Obligor means the Borrower, the General Partner or a Guarantor.

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

Original Counterparty means HSBC Bank plc in its capacity as counterparty to certain hedging arrangements.

Original Guarantors means the companies and partnerships listed in part 2 of schedule 1 (Original Parties) to the Credit Agreement as original guarantors.

Original Lenders means the financial institutions listed in part 1 of schedule 1 (Original Parties) to the Credit Agreement as original lenders.

Original Property means each property listed in schedule 2 (Original Properties) to the Credit Agreement (and other than in the case of the West India Quay Property) as described in a Security Document and, where the context so requires, includes the buildings on that Original Property.

Other Chargors means the chargors other than the Chargor listed in schedule 1 (The Chargors) to the Agreement.

O2 Limited Partnership means the O2 Limited Partnership registered under the Limited Partnerships (Jersey) Law 1994 with registered number LP 151.

Party means a party to the Credit Agreement.

Property means an Original Property or an Additional Property.

Property Trust Deed means a trust deed between the relevant Beneficial Owner and the relevant Property Trustees under which the Property Trustees (or in the case of the North Finchley Property, the Third Party Chargor) hold legal title to one or more of the Properties.

Property Trustee means a Guarantor that holds the legal but not beneficial title to a Property.

Property Trustee Security Agreement means a security agreement in the form of schedule 11 (Property Trustee Security Agreement) to the Credit Agreement with such amendments as the Facility Agent (acting on the instructions of the Majority Lenders) may approve or reasonably require.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property (excluding the West India Quay Property), including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor;

- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor.

Resignation Request means a letter in the form of schedule 9 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Security Agreement means a security agreement in the form of schedule 13 (Form of Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Security Assets means all assets of the Chargor the subject of any security created by the Agreement.

Security Document means:

- (a) a Security Agreement;
- (b) a Borrower Security Agreement;
- (c) a Beneficial Owner Security Agreement;
- (d) a Property Trustee Security Agreement;
- (e) a Mortgage of Shares;
- (f) a Standard Security;
- (g) an Assignment of Rent;
- (h) a Third Party Charge;
- (i) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (j) any other document designated as such by the Facility Agent and the Borrower.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Standard Security means a standard security entered into or to be entered into by an Obligor in favour of the Facility Agent.

Subordination Agreement means a subordination agreement, substantially in the form of schedule 14 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property (except for the West India Quay Property), by way of:

- (a) contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (iv) a sinking fund; or
- (b) value added tax or similar taxes.

Third Party Charge means a document evidencing or creating security interests over, amongst other things, the legal interest in the North Finchley Property entered into or to be entered into by the Third Party Chargor.

Third Party Chargor means Albany Courtyard Investments Limited (registered number 02613458) as legal owner of the North Finchley Property.

364-Day Credit Agreement means the £75,000,000 credit agreement dated 4 March 2005 between, amongst others, the Obligors and HSBC Bank plc.

Total Commitments means the aggregate of the Commitments of all the Lenders.

Transfer Certificate means a certificate, substantially in the form of part 1 of schedule 8 (Forms of Accession Documents) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower.

Utilisation Date means each date on which the Facility is utilised.

West India Quay Property means the freehold and leasehold properties situated at West India Quay, Hertsmere Road, Isle of Dogs, London E14 comprising the freehold properties registered at the Land Registry under title numbers EGL388973, EGL388966 and EGL388968 and the leasehold properties registered at the Land Registry under title numbers EGL406998, EGL403096, EGL408546 and EGL407800 and, where the context so requires, includes the buildings on the property.

X-Leisure Fund means the X-Leisure Fund registered under the Limited Partnerships Act 1907 with registered number LP 5172.

X-Leisure Fund II means the X-Leisure Fund II registered under the Limited Partnerships Act 1907 with registered number LP 5856.

SCHEDULE

REAL PROPERTY

Title Number	Property Description
WM770518 & WM680112	Site bounded by Broad Street, Bishopgate Street, Tennant Street and St Martin's Street known as Phases 1 and 2, Fiveways, Birmingham
GM809828	Parrs Wood High School, Wilmslow Road and Parrs Wood Leisure Park, Kingsway Road, Didsbury, Manchester
NGL719397	Finchley Leisure Complex High Road Finchley N12 0GL
WM646288 & WM759036	Phase 1 Bentley Bridge Leisure Park, Bentleybridge Way, Wednesfield and land on the east side of New Cross Avenue and on the north side of Wednesfield Way, Wednesfield
K787887	Lockmeadow Leisure Park, Maidstone
WM691903	Star City: Land at Cuckoo Road and Watson Road, Nechells
SGL506290	Grants of Croydon: 12 Middle Street 14 to 32 High Street and 44 Surrey Street Croydon
K790161	Eureka Leisure Park: Gateway Leisure Park, Trinity Road, Ashford
DT157707	Land to the North East of Dorset Way, Tower Park, Poole
TY323629	Land lying on the east side of Abingdon Way, Boldon Colliery, Tyne and Wear, South Tyneside
NGL771477	O2 Centre, Finchley Road, Finchley
MID5488	Fountainpark Entertainment Centre, Dundee Street, Edinburgh

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03588417

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 31st MARCH 2005 AND CREATED BY POTTERPLACE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2005.

P. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES