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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

ACC-00400074

CHA 267

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

To the Registrar of Companies

For official use

Company number

04039562

Name of company

* Georgica PLC (the "Company").

* insert full name
of company

Date of creation of the charge

29 June 2005

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

A supplemental deed dated 29 June 2005 between the Company and certain of its subsidiaries as chargors (the "Chargors") (1) and The Royal Bank of Scotland plc as security trustee (the "Security Trustee") (2) supplemental to and amending a group debenture dated 6 May 2005 (the "Debenture") between the same parties (the "Amended Debenture").

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

BD#42561651v1

Time critical reference

For official Use
Mortgage Section

Post room



Amount secured by the mortgage or charge

All obligations or liabilities of any kind from time to time (whether they are (i) to pay money or to perform (or not to perform) any other act (ii) express or implied, (iii) present, future or contingent, (iv) joint or several, (v) incurred as principal or surety or in any other manner, or (vi) originally owing to the person claiming performance or acquired by that person from someone else from time to time) incurred by each Obligor under or in connection with, as and when they become due for payment or discharge:

(a) the following documents (together, and each as it may from time to time be amended, restated, novated, supplemented or replaced, however fundamentally, the "Senior Finance Documents"):

(i) the £127,000,000 facilities agreement dated 4 May 2005 and made between the Company as parent (1), the subsidiaries listed thereto as original guarantors (together with the Company, the "Obligors") (2), the Security Trustee as arranger, agent, hedging lender and security trustee (3), the financial institutions listed therein as lenders (the "Original Lenders") (4) (the "Group Facilities Agreement");

(ii) the overdraft letter dated 4 May 2005 and entered into between, amongst others, the Company, certain other subsidiaries of the Company and the Security Trustee;

(iii) the overdraft letter dated 4 May 2005 and entered into between, amongst others, the Company, certain subsidiaries of the Company and the Security Trustee on behalf of National Westminster Bank Plc;

(iv) all other documents creating or evidencing any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect created by the Amended Debenture and any other existing or future such security interests granted by a Chargor to the Security Trustee to secure the Secured Obligations (as defined below);

(v) any other overdraft letters in the agreed form between any Lender, in respect of the working capital facility made available under the Group Facilities Agreement, and the Company setting out the terms on which the relevant overdraft lenders will make available the working capital facility by way of overdraft;

(vi) any and all ancillary facility letters entered into by a Lender (as defined below) (or an affiliate of a Lender), which agrees to make available working capital, overdraft, guarantee, bonding or letter of credit facilities or any other facilities or financial accommodation, and one or more Obligors and each other document constituting or evidencing amounts outstanding thereunder;

(vii) the fee letter dated 4 May 2005 entered into between the Security Trustee and the Company;

(viii) any and all documents evidencing each contract, agreement or transaction which is a rate swap, basis swap, commodity swap, forward rate transaction, commodity option, equity (or equity or other index) swap or option, bond option, interest rate option, foreign exchange transaction, cap, collar or floor, currency swap, currency option or any other similar transaction and/or any combination of such transactions, in each case, whether on-exchange or

Amount secured by the mortgage or charge

otherwise, entered into pursuant to the terms of the Group Facilities Agreement;

(ix) any and all accession letters substantially in the form set out in the Group Facilities Agreement;

(x) any and all resignation letters substantially in the form set out in the Group Facilities Agreement;

(xi) any and all standard security in favour of the Security Trustee entered into by a member of the Group in respect of real property situate in Scotland;

(xii) each standard security dated 4 May 2005 and entered into between the Security Trustee and certain subsidiaries of the Company relating to property situated in Scotland;

(xiii) any and all documents or agreements, in form and substance satisfactory to the Security Trustee (as the agent), evidencing any first ranking full legal mortgage (or other equivalent mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect in the relevant jurisdiction) over or in respect of any after-acquired property in any jurisdiction;

(xiv) any and all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by any member of the Group by way of guarantee, other assurance and/or security in respect of amounts owed to the finance parties to the Group Facilities Agreement;

(xv) the second lien intercreditor agreement dated 4 May 2005 and entered into between, amongst others, the Company, the Security Trustee (in its various capacities) and the Obligors (the "Notes Intercreditor Agreement");

(xvi) the senior intercreditor agreement dated 4 May 2005 and entered into between, amongst others, the Company, and the various finance parties under the Group Facilities Agreement, the Georgica Facilities Agreement (as defined below) and the Tenpin Facilities Agreement (as defined below);

(xvii) the counter indemnity letter dated 4 May 2005 documenting the counter indemnity given by the Company to the Security Trustee;

(xviii) the £55,000,000 facilities agreement dated 29 September 1999, as subsequently amended (including by way of restatement) by supplemental agreements dated 4 May 2000, 21 December 2001, 29 July 2002, 10 April 2003, 23 October 2003 and 4 May 2005, made between (inter alios) the Company, Allied Leisure Limited, the Original Lenders (as defined therein) and the Security Trustee as facility agent (the "Georgica Facilities Agreement");

(xix) the senior credit agreement dated 20 December 2002 as subsequently amended and restated by restatement deeds dated 23 October 2003, 7 November 2003, 23 December 2003, 8 December 2004 and 4 May 2005 made between (inter alios) Tenpin Group Limited, Megabowl Group Limited, Tenpin Finance Limited and the Security Trustee (the "Tenpin Facilities Agreement"); and

(xx) any and all other documents defined as a "Finance Document" in the Group Facilities

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Agreement, the Georgica Facilities Agreement or the Tenpin Facilities Agreement, or as a "Senior Finance Document" in the Amended Debenture, by the Company and the Security Trustee at any time; and

(b) all other provisions of the Amended Debenture,

together the "Secured Obligations".

"Group" means the Company and its Subsidiaries for the time being.

"Lender" means any Original Lender and any person which has become a party to the Group Facilities Agreement in accordance with its terms.

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

The Royal Bank of Scotland plc of 280 Bishopsgate, London, EC2M 4RB on behalf of itself as security trustee and the banks and financial institutions from time to time parties to the Senior Finance Documents.

Short particulars of all the property mortgaged or charged

Supplemental to the assets mortgaged or charged in the Debenture,

1. the Amended Debenture charges by way of first legal mortgage the following Land (as defined below) known as 2nd Floor, Cleveland House, 33 King Street, London with title number NGL840383, and any Rights accruing to, derived from or connected with it (including insurances and proceeds of insurances and of any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person); and

2. it creates first fixed charges over all Rights (as defined below) which the Company has and which it obtains at any time in the future in the High Yields Proceeds Account (as defined below).

"High Yields Proceeds Account" means the account in the name of the Company with the Security Trustee to which the proceeds of the issue of the High Yield Notes are credited.

"High Yield Notes" means the "Second Lien Notes" as defined in the Group Facilities Agreement being the notes the net proceeds of the issue of which are in an aggregate amount of not less than £40,000,000 to be issued by the Company on terms consistent with the Notes Intercreditor Agreement.

"Land" means freehold, leasehold or commonhold land, any estate or interest in, and any Rights attaching or relating to, that land and any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land.

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

5/07/05

On behalf of **mortgagee/chargee**

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04039562

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 29th JUNE 2005 AND CREATED BY GEORGICA PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY EACH OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC ON BEHALF OF ITSELF AS SECURITY TRUSTEE AND THE BANKS AND FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTIES OF THE SENIOR FINANCE DOCUMENTS 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 6th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2005.

Pangela.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES