

M

CHFP004

COMPANIES FORM NO. 395

323074 / 13

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

04655461

Name of company

*Insert full name

*Aspinall's (Newcastle) Limited (the "**Company**") whose registered office is at 29 Curzon Street, London, W1J 7TL.

of Company

Date of creation of the charge

✓ 22 March 2005

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

5 Debenture

Amount secured by the mortgage or charge

4 All the Company's liabilities to National Westminster Bank Plc (the "**Bank**") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses.

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

National Westminster Bank Plc

135 Bishopsgate

London

Postcode

EC2M 3UR

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

Our Ref: 21220/04330939

Mayer, Brown, Rowe & Maw LLP
11 Pilgrim Street
London

EC4V 6RW

Time critical reference

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0372
04/04/05

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;
- 2 By way of fixed charge:-
- (i) all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1;
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
 - (iii) all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
 - (iv) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
 - (v) all rents receivable from any lease granted of any freehold and leasehold property of the Company;
 - (vi) all the goodwill and uncalled capital of the Company present and future;
 - (vii) all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
 - (viii) all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same;

Please do not write in this margin

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

01

(continued on Continuation Sheet)

Particulars as to commission allowance or discount (note 3)

Nil

For National Westminster Bank Plc

Signed Mary E Brown Rose & Son Ltd Date 31 March 2005

On behalf of chargee†

351

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

†delete as appropriate

- 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 Cheques and postal orders are to be made payable to Companies House
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

- (ix) all intellectual property rights (including, without limitation, all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names) choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting any of the charged property;
- (x) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party;
- (xi) all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Note 1(c) below;
- (xii) all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Note 1(c) below provided that the Bank may without prejudice to the charge permit the Company to make withdrawals from time to time.
- (xiii) all rights of the Company under or pursuant to the Agreements for Lease and any related agreements.

3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Notes

1 The Debenture contains covenants by the Company with the Bank:-

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
- (b) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it.
- (c) To pay into the Company's account with the Bank (and if more than one then into such account or into such account with another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of block discounting, factoring or the like.
- (d) Not without the previous written consent of the Bank to agree or permit any material variation or amendment of the Agreements for Lease or agree to or permit any termination, suspension or cancellation of the Agreements for Lease (save, for the avoidance of doubt, in the event that the Agreements for Lease are terminated or otherwise cancelled following the grant to the Company of a lease or leases pursuant to the terms of the Agreements for Lease).

2 The Debenture gives the Bank power to appoint an Administrative Receiver.

3 "Agreements for Lease" means each of the agreement for lease dated 18 July 2003 (as varied on 12 January 2004 and 26 November 2004) between (1) LS Leisure Limited, (2) the Company and (3) Aspinalls Club Limited and the agreement for lease dated 12 January 2004 (as supplemented on 12 January 2004 and varied on 26 November 2004) between (1) LS Leisure Limited, (2) the Company and (3) Aspinalls Club Limited.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04655461

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd MARCH 2005 AND CREATED BY ASPINALL'S (NEWCASTLE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th APRIL 2005.

GRH
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —