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COMPANIES FORM No. 395

395**Particulars of a mortgage or charge**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

* ISLE OF WEDMORE GOLF CLUB LIMITED

2581243

Date of creation of the charge

24/2/1993

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred in whatsoever manner to Co-operative Bank Plc ("the Bank") by Isle of Wedmore Golf Club Limited whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping Isle of Wedmore Golf Club Limited's account(s).

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

CO-OPERATIVE BANK PLC

16 St Stephens Street

Bristol

Postcode

BS1 1JR

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

Holt Phillips
11/12 Queen Square
Bristol
BS1 4NT
(Ref: WFJ/I622)

For official use
Mortgage section

Post room

26 FEB 1993

COMPANIES HOUSE
27 FEB 1993

Time critical reference

Short particulars of all the property mortgaged or charged

1. Isle of Wedmore Golf Club Limited as comprised in a Lease dated 24th February 1993 and made between Mr and Mrs K J Abraham (1) and Isle of Wedmore Golf Club Limited (2)
2. By way of fixed charge all plant and machinery and other chattels attached to the property in (1) above.
3. By way of floating charge all unattached plant machinery and other chattels now or from time to time on in or used in connection with the property comprised in (1) above.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed


HOLT PHILLIPS

Date

25-3-1993

On behalf of ~~[company]~~ [mortgagee/chargee]*

*Delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 24th FEBRUARY 1993
and created by ISLE OF WEDMORE GOLF CLUB LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to CO-OPERATIVE BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 26th FEBRUARY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 3rd MARCH 1993

No. 2581243

A handwritten signature in cursive script, appearing to read 'L. Thomas'.

L. THOMAS
an authorised officer

C.69a

D2C
3-MARCH
1993

M

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Particulars of a mortgage or charge**395**Please do not
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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

Name of company

* ISLE OF WEDMORE GOLF CLUB LIMITED

* Insert full name
of company

Date of creation of the charge

24/2/1993

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

Debenture

Amount secured by the mortgage or charge

All monies obligations and liabilities now or at any time hereafter due owing or incurred by Isle of Wedmore Golf Club Limited to Co-operative Bank Plc on any current or other account or otherwise (whether actual, contingent) as principal or surety and whether solely or jointly with any other person) including interest discount commission bank charges and other charges and expenses charged by Co-operative Bank Plc.

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

CO-OPERATIVE BANK PLC

16 St Stephens Street,

Bristol

Postcode

BS1 1JR

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

Holt Phillips
11/12 Queen Square
Bristol
BS1 4NT

(Ref: WFJ/I622)

For official Use
Mortgage Section

26 FEB 1993

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See attached Appendix A

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Signed **HOLT PHILLIPS** *Holt Phillips* Date **25.2.93**

On behalf of ~~[company]~~ mortgagee/chargee†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

APPENDIX A

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

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

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L. THOMAS

an authorised officer

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3. MARCH
1993