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CHFP025

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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

141

02723797

Name of company

* ALLIANCE LEISURE SERVICES LIMITED (the "Company")

Date of creation of the charge

25th April 2001

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

Security Assignment dated 25th April 2001 and made between the Company
and ING Lease (UK) Limited ("ING") (the "Assignment")

Amount secured by the mortgage or charge

All of the liabilities of the Company to ING under or by virtue of a
master agreement made between the Company and ING dated 15 November 2000
(the "Master Agreement"), together with all expenses (on a full
indemnity basis) incurred by ING in connection with preparing,
executing, enforcing or exercising any power under the Assignment,
together with all of the liabilities of City of York Council (the
"Relevant Authority") under a facilities management agreement made
between the Company and the Relevant Authority (the "Relevant
FMA") (Together the "Secured Obligations")

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

ING Lease (UK) Limited of 107, Cheapside, London

Postcode EC2V 6HJ

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

Davies Wallis Foyster
Harvester House
37 Peter Street *Dx 14313*
Manchester *M4N*
M2 5GB

ASM/57132/15/allianc2.1fd

Time critical reference

For official Use
Mortgage Section



JMA
COMPANIES HOUSE

0199
11/05/01

1. As a continuing security for the payment and discharge of the Secured Obligations the Company:

(i) charges to ING with full title guarantee by way of fixed charge, all the Equipment and the Building (as such terms are defined in the Assignment) the subject of the Relevant FMA; and

2. assigns to ING, save to the extent that the same have been sold and assigned to ING under the Master Agreement, with full title guarantee, all of its right, title, benefit and interest, present and future, whether proprietary, contractual or otherwise:

(i) under or arising out of or in respect of the Relevant FMA including, but not limited to, all claims for damages and other rights and remedies in respect of the Relevant FMA, all moneys which are now or may at any time be or become due or owing to the Company under or arising out of the Relevant FMA, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by the Company in respect of the Relevant Authority's obligations under the Relevant FMA Documents (as defined in the Assignment); and

(ii) in, to and in respect of the Equipment and the Building the subject of the Relevant FMA but so that ING shall not in any circumstances incur any liability in respect of any of the Equipment; and

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

Particulars as to commission allowance or discount (note 3)

Signed *Darius Wakis Eyster*

Date 10 May 2001

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

A fee of £10 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 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

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Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHFP025

Please complete
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Company Number

02723797

Name of Company

ALLIANCE LEISURE SERVICES LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(iii) in, to and in respect of all and any proceeds of claims made under the Insurance (as defined in the Assignment) in respect of the Equipment and received by the Company, or held on trust for the Company in respect of the Insurance;

(iv) under or arising out of or in respect of the Maintenance Agreement and the Warranty Agreement (as such terms are defined in the Assignment) including, but not limited to, the Equipment Warranties (as defined in the Assignment), and all claims for damages and other rights and remedies in respect of the Maintenance Agreement and the Warranty Agreement and the Equipment Warranties, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by the Company in respect of the obligations of the Supplier (as defined in the Assignment) under the Maintenance Agreement and the Warranty Agreement; and

(v) under or arising out of or in respect of the Building Contract including, but not limited to, the Building Contract Rights and the Building Insurance (as all such terms are defined in the Assignment) and all claims for damages and other rights and remedies in respect of the Building Contract and the Building Contract Rights and the Building Insurance, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by the Company in respect of the obligations of the Builder (as defined in the Assignment) under the Building Contract; and

(vi) in, to and in respect of all and any proceeds of claims made under the Building Insurance and received by the Company, or held on trust for the Company in respect of the Building Insurance.

The Company shall not without the previous written consent of ING:-

(a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Assigned Property (as defined in the Assignment);

(b) dispose of, deal with or part with possession of any interest in the Assigned Property; or

(c) grant any material time or indulgence or agree to any termination of or variation, amendment, or modification of or to the Relevant FMA Documents or any Insurance effected in respect of the Equipment or release, in whole or in part, the Relevant Authority from any obligation under them or purport to do any of the above.

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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

COMPANY No. 02723797

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 25th APRIL 2001 AND CREATED BY ALLIANCE LEISURE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ING LEASE (UK) LIMITED UNDER OR BY VIRTUE OF A MASTER AGREEMENT BETWEEN THE COMPANY AND ING LEASE (UK) LIMITED DATED 15th NOVEMBER 2000 AND ALL LIABILITIES OF CITY OF YORK COUNCIL (THE "RELEVANT AUTHORITY") UNDER A FACILITIES MANAGEMENT AGREEMENT BETWEEN THE COMPANY AND THE RELEVANT AUTHORITY (THE "RELEVANT FMA") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MAY 2001.

Handwritten signature and initials.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES