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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 £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

68

Company number

02723797

Name of company

* ALLIANCE LEISURE SERVICES LIMITED

Date of creation of the charge

16th April 2009

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

SECURITY ASSIGNMENT

Amount secured by the mortgage or charge

ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE PURCHASER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE
CHARGE

FITNESS FACILITY DEVELOPMENT AGREEMENT DATED 3rd FEBRUARY 2009

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

Fortis Lease UK Ltd

133-139 Finnieston Street

Glasgow

Postcode G3 8HB

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

Fortis Lease UK Ltd
133-139 Finnieston Street
Glasgow G3 8HB ref 221438

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

SATURDAY



A32

02/05/2009

COMPANIES HOUSE

138

025962/13

395

Short particulars of all the property mortgaged or charged

Assigns to the Purchaser, save to the extent that the same have been sold and assigned to the Purchaser 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 Vendor 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 Vendor in respect of the Relevant Trust's obligations under the Relevant FMA Documents;

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

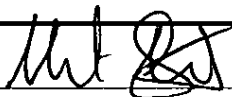
(iii) in, to and in respect of all and any proceeds of claims made under the Insurance in respect of the Equipment and received by the Vendor, or held on trust for the Vendor in respect of the Insurance;

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bold block lettering*

Particulars as to commission allowance or discount (note 3)

Signed



Date

27/4/09

On behalf of [company][mortgagee/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 are to be made payable to **Companies House**.

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binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No ¹
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
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bold block lettering

Company number

02723797

Name of company

ALLIANCE LEISURE SERVICES LIMITED

Limited *

* delete if
inappropriate

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

(iv) under or arising out of or in respect of the Maintenance Agreement and the Warranty Agreement including, but not limited to, the Equipment Warranties, 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 Vendor in respect of the Supplier's obligations 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 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 Vendor in respect of the Builder's obligations 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 Vendor, or held on trust for the Vendor in respect of the Building Insurance.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2723797
CHARGE NO. 68**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
16 APRIL 2009 AND CREATED BY ALLIANCE LEISURE
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO FORTIS LEASE UK LTD
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 2 MAY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2009

pl 211



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**