

M

CHA 248

Please do not
write in
this margin

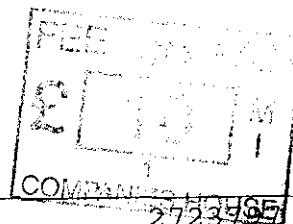
COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

039766/10

☐40☐☐Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(address on page 2 -Note 5)

For official use

Company number

Name of Company

* insert full name
of company

Alliance Leisure Services Limited (the "Company")

Date of creation of the charge

9th December 2004Description of the instrument (if any) creating or evidencing the charge (note 2)Security Agreement (the "Agreement") dated 9th December 2004

Amount secured by the mortgage or charge

The principal amount of each borrowing by the Company under the Master Limited Recourse Uncommitted Loan Facility Agreement made between the Company and the Governor and Company of the Bank of Scotland (the "Bank") and dated 19th December 2003 (the "Loan Agreement") or the principal amount from time to time outstanding under the Loan Agreement in respect of such borrowing (the "Advance" and together the "Advances") together with all interest payable thereon and all other sums payable by the Company from time to time under the Loan Agreement with respect to any Advances.

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

The Governor and Company of The Bank of Scotland, The Mound,
Edinburgh

Postcode

Presentor's name address and
reference (if any):Julia Birch
Specialist Finance
Division
Bank of Scotland plc,
6th Floor, Charterhall
House,
City Rd., Chester,
CH88 3ANFor Official Use
Mortgage Section

Post Room



Time critical reference

Short particulars of all the property mortgaged or charged

The Company with full title guarantee assigns to the Bank :

(a) all of its right, title, benefit and interest whatsoever whether present or future proprietary, contractual or otherwise under or arising out of or in respect of the agreement made between Monmouthshire County Council and the Company and dated 1st September 2004 and listed in the schedule to the Agreement (the "user Agreement"), including, but not limited to all claims for damages and other rights and remedies in respect of the User Agreement, all rent and other monies whatsoever which are now or may at any time be or become due or owing to the Company under or arising out of the User Agreement (including all claims against insurers and all present and future right, title, benefit and interest in any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by the Company in respect of all or any part of the obligations of Monmouthshire County Council under the User Agreement or any of the foregoing and all remedies for enforcing the foregoing in the name of the Company or otherwise) ; and

(b) all of its right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the equipment which is the subject matter of the User Agreement (including all claims against insurance thereof) ;

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)

NIL

Signed



Date

9-12-2004

On behalf of [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 despatched 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 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 his 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

The Agreement contains a covenant that the Company shall not without the previous written consent of the Bank

- (a) create or to permit to exist 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 (together hereinafter referred to as a "Security Interest"), upon all or any part of the property the subject of the Agreement save for (i) liens arising bny operation of law (and not as a result of a default on the part of the Company); or (ii) any Security Interest disclosed to the Bank in writing prior to the date of the Agreement; or
- (b) save as contemplated under the User Agreement, dispose of, deal with or part with possession of any interest in all or any part of the property and assets the subject of the Agreement otherwise than as authorised pursuant to the terms of the Agreement or the Loan Agreement.

Please complete ©
all of its rights,
title, benefit and
interest present
and future,
whether

JEB
9-12-2004

proprietary,
contractual or
otherwise under
or arising out of
or in respect
legibly, preferably
in black type, or
bold block lettering

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 AGREEMENT DATED THE 9th DECEMBER 2004 AND CREATED BY ALLIANCE LEISURE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 24th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2005.

P. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES