

# M

COMPANIES FORM No. 395

NM

# 395

## Particulars of a mortgage or charge

CHFP000

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

15

2723797

Name of company

\* ALLIANCE LEISURE SERVICES LTD

\* insert full name  
of Company

Date of creation of the charge

18th JULY 2002.

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

SECURITY ASSIGNMENT.

Amount secured by the mortgage or charge

All monies or liabilities which are now or at any time after the date of the Assignment be due owing or incurred to ING by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and ING relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of ING.

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

INTERNATIONAL NEDERLANDEN LEASE (UK) LTD

Apex Court

Camphill Road

Surrey

Postcode

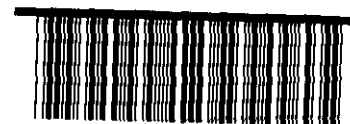
KT14 6SQ

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

INTERNATIONALE NEDERLANDEN LEASE (UK) LIMITED  
Apex Court  
Camphill Road Surrey KT14 6SQ

Time critical reference

Joanne Warner

For official Use  
Mortgage SectionA13  
COMPANIES HOUSE0708  
24/07/02

Short particulars of all the property mortgaged or charged

**Equipment:** means each and every item of plant, machinery, equipment and/or other goods (fixed or moveable) hired by the Company from ING pursuant to a contract for lease, hire purchase, hire or bailment entered into on the date of the Assignment between the Company and ING and including all accessories, replacements and spare parts for the time being attached thereto and/or forming part thereof:

Please do not write in this margin

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

The Assignment contains a covenant by the Company that without the prior written consent of ING it shall not nor shall it agree or purport to:

- (a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Secured Property;
- (b) dispose of, deal with, part with possession of any interest in the Secured Property;
- (c) grant any material time or indulgence or agree to any variation, amendment, or modification to the Sub Hire Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any of the

Particulars from any obligation under them or purport to do any of the above.

Signed 

Date 18th July 2002

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.
- 5 The address of the Registrar of Companies is:-

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 18th JULY 2002 AND CREATED BY ALLIANCE LEISURE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO INTERNATIONAL NEDERLANDEN LEASE (UK) LTD. ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JULY 2002.

*Passan*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES