

MG01

Particulars of a mortgage or charge



176159/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to re-
particulars of a charge for a Sc
company To do this, please u
form MG01s

TUESDAY



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29/01/2013

#163

COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 3 2 3 1 8 9

Company name in full Alliance & General Leasing Limited (Vendor)

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d2 d3 m0 m1 y2 y0 y1 y3

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A security assignment between the Vendor and the Purchaser (as defined in section 5 below)
(Security Assignment)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured (i) all the Vendor's liabilities to the Purchaser arising under or by
virtue of the Master Agreement and all expenses (on a full indemnity
basis) incurred by the Purchaser in connection with preparing,
executing, enforcing or exercising any power under the Security
Assignment, and

(ii) all the liabilities of the Relevant Company under the Relevant
SPLA,

(together the Secured Obligations)

Continued

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name SMBC Leasing & Finance Inc, London Branch (**Purchaser**)

Address 99 Queen Victoria Street

London

Postcode E C 4 V 4 E H

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 SECURITY ASSIGNMENT

1 1 As a continuing security for the payment and discharge of the Secured Obligations and in consideration of the Purchaser purchasing the Offered Assets, the Vendor

1 1 1 charged to the Purchaser with full title guarantee by way of fixed charge, all the Equipment and the Building Works the subject of the Relevant SPLA, and

1 1 2 assigned to the Purchaser, save to the extent that the same have been sold and assigned to the Purchaser under the Master Agreement and any Offer thereto 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 SPLA including, but not limited to, all claims for damages and other rights and remedies in respect of the Relevant SPLA, 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 SPLA, 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 Company's obligations under the Relevant SPLA Documents including but without limitation the Deed of Assignment and Charge,

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

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name **TRAYB**

Company name
Addleshaw Goddard LLP

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode **M 2 3 A B**

Country

DX **14301 Manchester**

Telephone **0161 934 6000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form the following terms shall have the following meanings</p> <p>Master Agreement means a master sale agreement relating to offers for sale and purchase made between the Vendor and the Purchaser dated 23 January 2013</p> <p>Relevant Company means Fusion Lifestyle (company registered no 5324416) of 4 Bickels Yard, 151-153 Bermondsey Street, London SE1 3HA</p> <p>Relevant SPLA means a stage payment and lease agreement entered into between the Vendor and the Relevant Company dated 31 December 2012</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(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,</p> <p>(iv) under or arising out of or in respect of the Supply Agreement including but not limited to, the Equipment Warranties, and all claims for damages and other rights and remedies in respect of the Supply 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 Supply Agreement, and</p> <p>(v) under or arising out of or in respect of the Building Contract including, but not limited to, the Building Contract and the Building Insurance and all claims for damages and other rights and remedies in respect of the Building Contract and the Building Contract 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</p> <p>(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</p>	
	<p>2 RESTRICTIONS</p> <p>The Vendor agreed that it shall not without the previous written consent of the Purchaser</p> <p>(a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Assigned Property,</p> <p>(b) dispose of, deal with or part with possession of any interest in the Assigned Property, or</p> <p>(c) grant any material time or indulgence or agree to any termination of or variation, amendment, or modification of or to the Relevant SPLA Documents or any Insurance effected in respect of the Equipment or release, in whole or in part, the Relevant Company from any obligation under them or purport to do any of the above</p> <p>Continued</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this form the following terms shall have the following meanings

Assigned Property means any part of or all of the property, rights and interests assigned or charged to the Purchaser pursuant to Clause 3.1 of the Security Assignment (reproduced as paragraph 1.1 of this form MG01)

Builder means the builder specified in a Building Contract

Building Contract means the building contract relating to the Building Works

Building Insurance means any insurance policy and /or rights in respect of insurances that the Relevant Company has in respect of the Building Works

Building Works means the building works the subject of the SPLA

Deed of Assignment and Charge means the assignment over the Service Contract executed by the Relevant Company in favour of the Vendor

Equipment means the equipment the subject of the Relevant SPLA, and Supply Agreement

Equipment Warranties means the warranties provided by the Supplier to the Vendor pursuant to the terms of the Supply Agreement and referred to in Recital (D) of the Security Assignment

Insurance means the insurance effected by the Relevant Company pursuant to the terms of the Relevant SPLA and referred to in Recital (C) of the Security Assignment

Offer means the offer referred to in Recital (A) of the Security Assignment

Offered Assets means the Receivables (as defined in the Master Agreement) the subject of the Offer, as referred to in Recital (B) of the Security Assignment

Relevant SPLA Documents means the Relevant SPLA, Deed of Assignment and Charge and all guarantees, indemnities, charges or other documents creating security or providing credit support for the Relevant Company's obligations thereunder

Service Contract means the service contract between the Relevant Company and Charnwood Borough Council Dated 30 September 2011

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6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

SPLA means the stage payment and lease agreement entered into between the Vendor and the Relevant Company dated 31 December 2012

Supplier means the supplier of the Equipment party to the Supply Agreement as referred to in Recital (D) of the Security Assignment

Supply Agreement means the supply agreement made between the Relevant Company and the Supplier which is/are assigned to the Vendor pursuant to the SPLA in respect of the Equipment, referred to in Recital (D) of the Security Assignment



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2323189
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
23 JANUARY 2013 AND CREATED BY ALLIANCE & GENERAL
LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO SMBC LEASING &
FINANCE INC, LONDON BRANCH AND ALL MONIES DUE OR
TO BECOME DUE FROM FUSION LIFESTYLE UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
29 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2013

DX



Companies House



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