

# MG01

## Particulars of a mortgage or charge



168746/13

### 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  
register particulars of a charge for  
company. To do this, please use  
form MG01s



LD5 05/12/2011 72

COMPANIES HOUSE

For official use

### 1 Company details

Company number 2 7 2 3 7 9 7

Company name in full Alliance Leisure Services 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 d0 d1 m1 m2 y2 y0 y1 y1

### 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 7 +  
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  
together with the liabilities of the Relevant Authority under the  
Relevant FAWP4 (Secured Obligations)

Continued

#### Continuation page

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

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## Particulars of a mortgage or charge

### 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 Hitachi Capital (UK) PLC (**Purchaser**)

Address Walbrook Business Centre

Green Lane, Hounslow

Postcode T W 4 6 N W

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 charges to the Purchaser with full title guarantee by way of fixed charge, all the Equipment and the Building the subject of the Relevant FAWP4, 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, 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 FAWP4 including, but not limited to, all claims for damages and other rights and remedies in respect of the Relevant FAWP4, all moneys which are at the date of the Security Assignment or may at any time be or become due or owing to the Vendor under or arising out of the Relevant FAWP4, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature at the date of the Security Assignment or at any time held by the Vendor in respect of the Relevant Authority's obligations under the Relevant FAWP4 Documents,

(ii) in, to and in respect of the Equipment and the Building the subject of the Relevant FAWP4 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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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Adelleshaw Godclard* X

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

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## Particulars of a mortgage or charge



### 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 **HALLKA (333091-3)**

Company name  
**Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

**Manchester**

Post town

County/Region

Postcode 

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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 Fountambidge, 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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Particulars of a mortgage or charge

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## Amount secured

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

Amount secured

In this form the following terms shall have the following meanings

**Master Agreement** means the master agreement to sell Receivables (as defined in the Master Agreement) made between the Vendor and the Purchaser dated 26 October 2011

**Relevant Authority** means Flintshire County Council

**Relevant FAWP4** means a framework form of agreement works package 4 Flint Pavillion

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(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,

(iv) under or arising out of or in respect of the Building Contract including, but not limited to, the Building Contract Rights and all claims for damages and other rights and remedies in respect of the Building Contract and the Building Contract Rights, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature at the date of the Security Assignment or at any time held by the Vendor in respect of the Builder's obligations under the Building Contract

#### 2 RESTRICTIONS

2 1 The Vendor agreed that it shall not without the previous written consent of the Purchaser -

- (a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Assigned Property,
- (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 FAWP4 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

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** has the meaning given to it in the Relevant FAWP4

**Building Contract** means the written agreement between the Vendor and a Builder in relation to the construction of any building(s) which are the subject of an FMA, a copy of which shall be attached to any Offer made pursuant to the Master agreement (as each such term is defined in the Master agreement unless otherwise defined in this form)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Building Contract Rights</b> has the meaning given to it in the Relevant FAWP4</p> <p><b>Equipment</b> means the equipment the subject of the Relevant FAWP4, Maintenance Agreement and Warranty Agreement (as each such term is defined in the Master Agreement unless otherwise defined in this form)</p> <p><b>Insurance</b> means the insurance effected by the Relevant Authority pursuant to the terms of the Relevant FAWP4 and referred to in Recital (C) of the Security Assignment</p> <p><b>Offered Assets</b> means the Receivables the subject of the Offer as referred to in Recital (B) of the Security Assignment</p> <p><b>Relevant FAWP4 Documents</b> means the Relevant FAWP4 and all guarantees, indemnities, charges, or other documents creating security or providing credit support for the Relevant Authority's obligations thereunder</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2723797  
CHARGE NO. 75

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED 1  
DECEMBER 2011 AND CREATED BY ALLIANCE LEISURE  
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO HITACHI CAPITAL  
(UK) PLC UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE AND  
ALL MONIES DUE OR TO BECOME DUE FROM THE RELEVANT  
AUTHORITY 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 5 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 DECEMBER  
2011

*OK*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES