

MG01

Particulars of a mortgage or charge



170984/13  
**IRIS**  
LASERFORM

**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**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
form MG01s

THURSDAY



A28 \*A158H8DD\* #469  
22/03/2012  
COMPANIES HOUSE

1

**Company details**

Company number

0 2 7 2 3 7 9 7

Company name in full

Alliance Leisure Services Limited (**Vendor**)

316

For official use

**Filing 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

d 2 d 1 m 0 m 3 y 2 y 0 y 1 y 2

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 granted by the Vendor in favour of 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) the liabilities of the Relevant Trust under the Relevant FMA

(together, the **Secured Obligations**)

Continued

**Continuation page**

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

# MG01

## 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

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

(a) charged to the Purchaser with full title guarantee by way of fixed charge, all the Equipment and the Building the subject of the Relevant FMA, and

(b) 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 rights, 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,

(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, and

Continued

# MG01

## Particulars of a mortgage or charge

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 ADDLESHAW GODDARD LLP X

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

# MG01

## 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 Kevin Stewart

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX

Telephone



### 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](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)**

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Continued

**Master Agreement** means a master agreement relating to offers for sale and purchase made between the Vendor and Purchaser dated 26 October 2011

**Relevant FMA** means a Fitness Facility Management Agreement entered into between the Vendor and the Relevant Trust dated 20 February 2012

**Relevant Trust** means Thanet Leisure Force Limited (Company no IP28889R)

# MG01 - continuation page

## 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

Continued

(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 now or at any time held by the Vendor in respect of the Builder's obligations under the Building Contract,

(together the **Assigned Property**)

#### Negative pledge

The Vendor 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 FMA Documents or any Insurance effected in respect of the Equipment or release, in whole or in part, the Relevant Trust from any obligation under them or purport to do any of the above

In this Form MG01 the following terms shall have the following meanings

**Builder** has the meaning given to it in the Relevant FMA

**Building** has the meaning given to it in the Relevant FMA

**Building Contract** has the meaning given to it in the Relevant FMA

**Building Contract Rights** has the meaning given to it in the Relevant FMA

**Equipment** means the equipment the subject of the Relevant FMA, Maintenance Agreement and Warranty Agreement

**Insurance** means the insurance effected in respect of the Equipment by the Relevant Trust pursuant to the terms of the Relevant FMA

**Maintenance Agreement** has the meaning given to it in the Master Agreement

**Offer** means the relevant offer made by the Vendor pursuant to the Master Agreement to sell certain Receivables in relation to the Relevant FMA

**Offered Assets** means the Receivables the subject of the Offer

**Receivables** has the meaning given to it in the Master Agreement

**Relevant FMA Documents** means the Relevant FMA and all guarantees, indemnities, charges or other documents creating security or providing credit support for the Relevant Trust's obligations thereunder

# MG01 - continuation page

## 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

**Warranty Agreement** has the meaning given to it in the Master Agreement



## **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. 76**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
21 MARCH 2012 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 WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 22 MARCH 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MARCH 2012**



*Companies House*  
— for the record —



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

*Po*