

MG01

Particulars of a mortgage or charge

172886 / 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

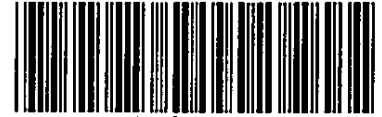
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



A1C09VUH

A18

28/06/2012

#248

COMPANIES HOUSE

1

Company details

Company number 0 2 7 2 3 7 9 7

Company name in full Alliance Leisure Services Limited (Vendor)

78

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 d2 d7 m0 m6 y2 y0 y1 y2

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 made 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 to pay on demand 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 **ING Lease (UK) Limited (Purchaser)**

Address **60 High Street**

Redhill, Surrey

Postcode **R H 1 1 N Y**

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 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 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 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 FMA, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature at any time at the date of the Security Assignment or 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,

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 *Addleshan Goldclark 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 Rebecca Kirmani

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX

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

MG01 - continuation page

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4

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 a master agreement relating to offers for sale and purchase, dated 15 November 2000, where it was provided that the Vendor may offer for sale to the Purchaser from time to time all rentals payable by a Trust under a Fitness Facility Development Agreement ("**FMA**")

Relevant FMA means (i) an FMA entered into between the Vendor and 1610 Limited dated 25 November 2011, and (ii) an FMA entered into between the Vendor and 1610 Limited dated 14 May 2012, and (iii) a variation agreement in respect of such FMAs dated 14 May 2012, entered into between the Vendor and 1610 Limited

Relevant Trust means 1610 Limited of Hestercombe House, Cheddon Fitzpaine, Taunton, Somerset TA2 8LG

Trust has the meaning given to it in the Master Agreement

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

(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

(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 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 the following terms shall have the following meanings

Building has the meaning given to it in the Master Agreement

Builder has the meaning given to it in the Master Agreement

Building Contract has the meaning given to it in the Master Agreement

Building Contract Rights have the meaning given to them in the Master Agreement

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

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

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

Offer means the offer dated 12 June 2012 made by the Vendor pursuant to the Master Agreement to purchase certain Receivables ("**the Offered Assets**") 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

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. 78**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
27 JUNE 2012 AND CREATED BY ALLIANCE LEISURE SERVICES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ING LEASE (UK) LIMITED
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 28 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012

DoB



Companies House
— for the record —



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