149942/13

In accordance with Section 860 of the Companies Act 2006.

MG01

Particulars of a mortgage or charge

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

WEDNESDAY

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A31 11/11/2009 406
COMPANIES HOUSE

For official use 69

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 2 7 2 3 7 9 7

Company name in full: Alliance Leisure Services Limited (**Vendor**)

2 Date of creation of charge

Date of creation: d0 d2 m1 m1 y2 y0 y0 y9

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 entered into between the Vendor and the Purchaser (as defined below in section 5) and dated 2 November 2009 (**Security Assignment**).

4 Amount secured

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

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

Amount secured:

4 + 10

1. 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

2. All liabilities of the Relevant Trust under the Relevant FMA;

together, the **Secured Obligations**.

continued...

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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	The Co-operative Bank (**Purchaser**)
Address	1 Balloon Street
	Manchester
Postcode	M 6 0 4 E P
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. The Vendor charges to the Purchaser will full title guarantee by way of a fixed charge, all the Equipment and the Building the subject of the Relevant FMA.

2. The Vendor assigns to the Purchaser, save to the extend 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:

(a) 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;

(b) 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;

(c) 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;

continued....

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 866).

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 870). 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 COBBJ

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 6036

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:

- [x] The company name and number match the information held on the public Register.
- [x] You have included the original deed with this form.
- [x] You have entered the date the charge was created.
- [x] You have supplied the description of the instrument.
- [x] You have given details of the amount secured by the mortgagee or chargee.
- [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- [x] You have entered the short particulars of all the property mortgaged or charged.
- [x] You have signed the form.
- [x] 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

In accordance with Section 860 of the Companies Act 2006.

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...

In this form the following terms shall have the following meanings:

FMA has the meaning given to it in the Master Agreement.

Master Agreement means a master agreement entered into between the Vendor and Purchaser relating to offers for sale and purchase, dated 2 November 2009, whereby it was provided that the Vendor might offer for sale to the Purchaser from time to time all rentals payable by a Trust under an FMA.

Relevant FMA means the FMA entered into between the Vendor and the Relevant Trust.

Relevant Trust means Thanet LeisureForce Limited.

Trust has the meaning given to it in the Master Agreement.

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continued...

(d) under or arising out of or in respect of the Maintenance Agreement and the Warranty Agreement including, but not limited to, the Equipment Warranties and all claims for damages and other rights and remedies in respect of the Maintenance Agreement and the Warranty 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 Maintenance Agreement and the Warranty Agreement;

(e) under or arising out of in respect of the Building Contract including, but not limited to the Building Contract Rights and the Building Insurance and all claims for damages and other rights and remedies in respect of the Building Contract and the Building Contract Rights 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

(f) 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,

all 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.

continued....

In accordance with Section 860 of the Companies Act 2006.

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...

In this form the following terms shall have the following meanings:

Builder shall have the meaning given to it in the Master Agreement.

Building shall have the meaning given to it in the Master Agreement.

Building Contract shall have the meaning given to it in the Master Agreement.

Building Contract Rights shall have the meaning given to it in the Master Agreement.

Building Insurance means the building insurance effected by the Vendor.

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

Equipment Warranties means the warranties and indemnities supplied by the Supplier to the Vendor in respect of the Equipment and maintenance to be provided in relation to it, pursuant to the terms of the Maintenance Agreement the subject of the Relevant FMA and pursuant to the Warranty Agreement relating thereto.

Insurance means the insurance in respect of the Equipment that the Relevant Trust has agreed to effect pursuant to the terms of the Relevant FMA.

Maintenance Agreement shall have 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.

Supplier means the supplier of the Equipment party to the Maintenance Agreement and Warranty Agreement.

Warranty Agreement means a warranty agreement made between the Vendor and the Supplier in respect of the Equipment.

FILE COPY

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. 69

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED 2 NOVEMBER 2009 AND CREATED BY ALLIANCE LEISURE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK (PURCHASER) ON ANY ACCOUNT WHATSOEVER 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 11 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER 2009

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES