

173376/26.
MG01s

Particulars of a charge created by a company
registered in Scotland



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 charge created by a
Scottish company.



What this form is NOT for

You cannot use this form to
particulars of a mortgage c
created by a company in E
and Wales or Northern Ireland
this, please use form MG01.

WEDNESDAY



S1EE6GIH

SCT 01/08/2012 #204

COMPANIES HOUSE

SCT 27/07/2012 #789

COMPANIES HOUSE

1

Company details

Company number

S C 3 7 0 7 9 6

Company name in full

Asset Alliance Limited (**Company**)

For official use

2

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

d1 d6 m0 m7 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description

A master deed of assignment between the Company and ING (as defined in section 5 below)
(**Deed**).

4

Amount secured

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

Amount secured

All sums due and to become due to ING pursuant to the terms of the
Agreements (whether present, future, actual or contingent) and all
costs charges and expenses of any kind whatsoever including legal
and other professional costs and charges incurred by ING in taking
any steps whether by way of legal proceedings or otherwise to
enforce any of the provisions of the Deed such costs charges and
expenses to be payable in all cases on a full indemnity basis and so
that any taxation of ING's legal costs charges and expenses shall be
on a solicitor and own client basis (**Secured Liabilities**).

Cont/d...

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

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 (ING)

Address 60 High Street, Redhill, Surrey

Postcode R H 1 1 N Y

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

1 Assignment

1.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company assigned to ING with full title guarantee the following:

- (a) the full benefit of the Sub-Hire Agreements entered into by the Company from time to time including the right to receive all monies on or after the date of the Deed to become due to the Company under the Sub-Hire Agreements;
- (b) the benefit of all guarantees indemnities negotiable instruments and securities taken by the Company and/ or assigned to the Company in connection with any and all such Sub-Hire Agreements,

and the Company agreed to hold the same unto ING subject only to the proviso for re-assignment hereinafter contained in the Deed.

1.2 The Company further agreed that (without prejudice to clause 3.1 of the Deed (reproduced as paragraph 1.1 in this form MG01s)) the execution of a Certificate of Assignment in the terms set out in the appendix to the Deed (reproduced as appendix 1 to this form MG01) shall constitute an assignment by the Company as owner with full title guarantee to ING (as a continuing security for the payment and discharge of the Secured Liabilities) of the following:

- (a) the Sub-Hire Agreements specified in the schedule to the Certificate of Assignment, including all monies on or after the date of the Certificate of Assignment to become due to the Company thereunder; and

Cont/d...

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7	Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①
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Nil.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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8 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.

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ②

Please sign the form here.

Signature

Signature

x *Addison Grubbe & Co LLP* x

② Signature

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 **LEKEJ/265062-831**

Company name **Addleshaw Goddard LLP**

Address **100 Barbirolli Square**

Post town **Manchester**

County/Region

Postcode

M	2		3	A	B		
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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 a certified copy of the deed (if any) 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 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 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 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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Amount secured

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

Amount secured

In this form the following term shall have the following meaning:

Agreements means certain hire purchase agreements which ING has entered into and/or may enter into from time to time with the Company

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

(b) the benefit of all guarantees indemnities negotiable instruments and securities taken by the Company in connection with such Sub-Hire Agreements,

and the Company agreed to hold the same unto ING subject only to the proviso for re-assignment contained in the Deed. Provided always that if the Company shall pay to ING all sums covenanted to be paid ING shall at the request and cost of the Company re-assign to the Company the Assigned Agreements and the Assigned Assets or otherwise discharge this security.

1.3 The Sub-Hire Agreements assigned to ING pursuant to clauses 3.1 and/or 3.2 of the Deed (reproduced as paragraphs 1.1 and 1.2 in this form MG01s) are referred in the Deed to as the **Assigned Agreements** and the subject matter of the charges referred to in clauses 3.1 and 3.2 of the Deed (reproduced as paragraphs 1.1 and 1.2 in this form MG01s) is referred to collectively as the **Assigned Assets**).

1.4 The Company agreed that it shall not, otherwise than:

(a) in favour of ING; or

(b) with the prior written consent of ING and in accordance with and subject to any conditions which ING may attach to such consent,

create, grant, incur, or permit to subsist any other lien, charge or other encumbrance of whatsoever nature over the whole or any part of the Assigned Assets; sell, assign, transfer or otherwise dispose of the whole or any part of the Assigned Assets; or permit or agree to any variation of the rights attaching to the Assigned Assets.

In this form the following terms have the following meanings:

Goods means certain vehicles, equipment and/or other goods let by ING to the Company

Certificate of Assignment is as set out in the appendix to the Deed

Sub-Hire Agreements means any sub-hire agreement in respect of the Goods between the Company and the sub-hirers approved by ING in writing from time to time.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

The Appendix

Certificate of Assignment

[On letterhead of Asset Alliance Limited]

To: ING Leasing (UK) Limited

Of: 60 High Street, Redhill, Surrey RH1 1NY

Dated 20

Dear Sirs

We, Asset Alliance Limited (SC370796) whose registered office is at Laigh Brownmuir House, Glassford, Strathaven, United Kingdom, ML10 6TX as owner with full title guarantee hereby assign to you:

- 1 the full benefit of the Sub-Hire Agreements specified in the schedule hereto (**Assigned Agreements**), including the right to receive all monies due and to become due to us under the Assigned Agreements; and
- 2 the benefit of all guarantees indemnities negotiable instruments and securities taken by us in connection with the Assigned Agreements.

We confirm that the foregoing assignment is made pursuant to the Master Deed of Assignment dated 20 made between you and us (**Master Assignment**) and that all the provisions of the said Master Assignment shall apply in relation to the assignment contained herein and the subject matter hereof.

Signed for and on behalf of Asset Alliance Limited (acting by):

.....
(Director)

.....
(Print name)

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

The Schedule

Sub-Hire Agreements

Sub-Hire Agreement No	Customer Name and Address	Description of Goods

Signed for and on behalf of Asset Alliance Limited
acting by:

.....
(Director)

.....
(Print name)



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 370796

CHARGE NO. 2

I HEREBY CERTIFY THAT A CHARGE CREATED BY ASSET
ALLIANCE LTD.

ON 16 JULY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ING LEASE (UK) LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 1 AUGUST 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 1 AUGUST 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES