

MG01

Particulars of a mortgage or charge



158692/13
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 for

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

TUESDAY



A30 28/09/2010 266
COMPANIES HOUSE

1

Company details

Company number 0 2 7 2 3 7 9 7

Company name in full Alliance Leisure Services Limited

72 . For official use

→ **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 d2 d1 m0 m9 y2 y0 y1 y0

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 Alliance Leisure Services Limited (**Vendor**) and The Co-Operative Bank P L C (Purchaser) (**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 Authority under the Relevant FAWP1
(together, the **Secured Obligations**)

Continued

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 (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 P L C	
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	<p>As continuing security for the payment and discharge of the Secured Obligations and in consideration of the Purchaser purchasing the Offered Assets the Vendor</p> <p>(a) charges to the Purchaser with <u>full title guarantee by way of fixed charge</u>, all the Equipment and the Building the subject of the Relevant FAWP1, and</p> <p>(b) assigns 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</p> <p>(i) under or arising out of or in respect of the Relevant FAWP1 including, but not limited to, all claims for damages and other rights and remedies in respect of the Relevant FAWP1, 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 FAWP1, 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 Authority's obligations under the Relevant FAWP1 Documents,</p> <p>(ii) in, to and in respect of the Equipment and the Building the subject of the Relevant FAWP1 but so that the Purchaser shall not in any circumstances incur any liability in respect of any of the Equipment, and</p> <p>(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,</p> <p>(iv) under or arising out of or in respect of 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 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 Warranty Agreement,</p> <p>Continued</p>	

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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

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).

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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

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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 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 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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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Continued</p> <p>Master Agreement means a master agreement relating to offers for sale and purchase made between the Vendor and Purchaser dated 2 November 2009</p> <p>Offer means the offer dated 1 September 2010 made by the Vendor pursuant to the Master Agreement to sell certain Receivables (the "Offered Assets") in relation to the Relevant FAWP1</p> <p>Offered Assets means the Receivables the subject of the Offer</p> <p>Receivables has the meaning given to it in the Master Agreement</p> <p>Relevant FAWP1 means a Framework Agreement Works Package 1 (FAWP1) entered into between the Vendor and the Relevant Authority dated 26 July 2010</p> <p>Relevant Authority means Flintshire County Council</p>	

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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>Continued</p> <p>(v) under or arising out of or 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</p> <p>(vi) 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</p> <p>(together the Assigned Property)</p> <p>Negative pledge</p> <p>The Vendor shall not without the previous written consent of the Purchaser -</p> <p>(a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Assigned Property,</p> <p>(b) dispose of, deal with or part with possession of any interest in the Assigned Property, or</p> <p>(c) grant any material time or indulgence or agree to any termination of or variation, amendment, or modification of or to the Relevant FAWP1 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</p> <p>In this Form MG01 the following terms shall have the following meanings</p> <p>Building has the meaning given to it in the Relevant FAWP1</p> <p>Building Contract has the meaning given to it in the Relevant FAWP1</p> <p>Building Contract Rights has the meaning given to it in in the Relevant FAWP1.</p> <p>Building Insurance means the building insurance effected by the Vendor in relation to the Building Contract, including any but not limited to, the Vendor's rights pursuant to the terms of the Building Contract and by operation of common law in respect of the Building and the building Contract</p> <p>Equipment means the equipment the subject of the Relevant FAWP1 and Warranty Agreement, as listed in the schedule below</p> <p>Equipment Warranties means the warranties provided by the Supplier to the Vendor pursuant to the terms of the Warranty Agreement</p> <p>Insurance means the insurance effected in respect of the Equipment by the Relevant Authority pursuant to the terms of the Relevant FAWP1</p> <p>Relevant FAWP1 Documents means the Relevant FAWP1 and all guarantees, indemnities, charges or other documents creating security or providing credit support for the Relevant Authority's</p>

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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

obligations thereunder

Supplier means the supplier of the Equipment

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

Schedule 1

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEESIDE LEISURE CENTRE

WORK PACKAGE 1 , Pitches and External Change

Revised cost following market testing

25 June 2010

Summary

External Pitches	374,349 02
External Changing Rooms	15,565 60
Preliminaries	50,908 00
	<u>440,822 62</u>
OH&P @ 7 5%	33,061 70
Total	<u>473 884 32</u>

Options (excl OH&P)

Supply & install new macadam surfacing to re-surface existing grassed area adjacent to the synthetic pitch	7,920 00
Door access control to changing rooms	3,702 28
Double gates to 5 a side pitches, extra over cost	4,020 00
3m High fence to MUGA pitch, specification as 5 a side fencing Extra over cost	3,173 00
Enhanced lighting scheme comprising 4 No 15m floodlights to MUGA pitch and 16No 8m high posts with 24No floodlights to 5 a side pitches Extra over cost	24 046 00
Conqueror 40mm synthetic sports surface with sand / rubber infill and 15mm insitu rubber shock pad Extra over cost	7,392 60

Notes

With regard to mounting the floodlights on the fence posts we have been advised that this is not a satisfactory solution due to problems with light distribution and glare

Regarding the suggestion of using retractable netting, again we have been advised against this as it is considered to be high maintenance, is not durable and is subject to vandalism

ISG

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Short particulars of all the property mortgaged or charged

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DEESIDE LEISURE CENTRE

WORK PACKAGE 1, Pitches and External Change

ISG

Scope of Works.	Quant	Unit	Rate	Total (£)	Source
External artificial pitch					
A Heras fencing to work area	400	m		2 400 00	ISG
B Site preparation					
Strip existing grass surface & checkpad (inc CA)	6432	m²	3.00	19,296 00	Soft Surfaces
Take down & remove existing chain link fence	1	item		1 820 00	Davison
Take down & remove existing lighting columns	1	item		2 400 00	ISG
Power brush exposed surface	1	item		750 00	ISG
Herbicide treatment to exposed surface	7662	m²	0.35	2,751 70	ISG
6 x Side pitches					
Surfacing					
C High quality monofilament 60mm SG synthetic grass to form 6 new 5 x side pitches	4224	m²	21 90	92 506 60	Soft Surfaces
D Line markings	1	item		3 000 00	Dunsport
Fencing					
E 5m high Werra Twin88 Sport rebound fencing with 1.2m integral rebound mesh to outer boundary	260	m	143.00	37 180 00	Davison
F corner post	4	no	206.60	826 43	Davison
G 5m high Werra Twin88 Sport rebound fencing with 1.2m integral rebound mesh to inner boundary Double sided fence allowed as recommended	194	m	182.50	35 285 00	Davison
H end post	10	no	206.60	2 066 00	Davison
J Single access gates	6	no	840.00	5 040 00	Davison
Floodlighting					
K Supply & install 15m floodlights spaced equally down each side	8	No	5,171 00	41 368 00	Hendall
L Excavate service duct trenches not exceeding 750mm, in tarmac roads & footpaths and reinstat on completion	1	item	17 750.00	17 750 00	ISG
M 100mm diameter PVC service duct, sand bed and surround	1	item	1,000.00	1 000 00	ISG
N Lighting standard bases	8	No	250.00	2 000 00	ISG
Sports equipment					
P 5 x side goals	12	No	877 00	10,524 00	Dunsport
MUGA / In-line Hockey Pitch					
O New macadam surface 30mm depth, 6 mm wearing course	2208	m²	9.39	20,733 12	Dunsport
R Sprayed porous acrylic sports paint to colour entire playing area and to form pitch markings	1	item		5 700 00	Dunsport
Fencing					

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S	1.2m high Werra 7k NBS sport rebound landing with handrail	1x3 m	72.00	11,736.00	Davison
T	and posts	8 No	45.00	360.00	Davison
U	outer posts	4 No	62.00	248.00	Davison
V	Access gate, single leaf	4 No	604.80	2,419.20	Davison
	Sports equipment				
W	Roller hedge, gate	4 No	756.00	3,024.00	Duraspot
	Floodlighting				
X	Included above			0.00	
	Electrical Services (includes charging rooms)	1 item		1,782.00	Renall
Y	EWIC	1 item		1,000.00	ISG
	Drainage Works				
Z	Carry out CCTV survey of existing drains around existing plot area	1 item		1,250.00	ISG
	Repair existing collapsed drain	Provisional		6,600.00	ISG
	External Landscaping				
	Allow for reinstatement of existing grass pitch where damaged by the works	1 item		3,500.00	ISG
	Allow for removal of trees along rear boundary	Provisional		1,500.00	ISG
	External Pavements (along old fence line)				
	Removal of existing 2no concrete kerbs, haunching and foundation and repath between, and disposal reinstatement with tarmac wearing course	1 item		2,000.00	ISG
	Removal of 2no existing back to back concrete kerbs, haunching and foundation, and disposal reinstatement with tarmac wearing course	1 item		600.00	ISG
	ISG Design Contingency			10,000.00	
	Design Fee	1 item		10,000.00	
	Carried to Summary			<u>974,369.02</u>	

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DEESIDE LEISURE CENTRE

WORK PACKAGE 1 Pitches and External Change

Provisional Scope of Works

Original			Cheshire Builders		Speakers		Gill Jones	
Quant	Unit	Total (£)		Total (£)		Total (£)		Total (£)
2.00	Refurbishment of Existing Areas							
2.01	Refurbishment of Existing Store 0/184 to Changing Room, to include							
Generally	Clear room of all debris	1 Item	600.00		241.50		23.00	
Ceiling	Take down existing ceiling grid & dispose	1 Item	400.00	inc			887.00	
	Install new grid & suspended ceiling	1 Item	2 050.00		962.00		1,910.00	
Floor	Take up existing carpet overlying ceramics and dispose	1 Item	250.00		242.00	inc		
	Clean down existing tiled floor	1 Item	400.00	inc			232.00	
Walls	2x emulsion to existing walls	1 Item	600.00		371.50		1 140.00	
Skirtings	Rub down, and re-gloss skirtings	1 Item	350.00	inc			inc	
Doors and Frames	Gloss paint existing external door & frame both sides	1 Item	100.00		158.50	inc		
Miscellaneous								
	Take off coat hooks / store and refix	1 Item	200.00	inc			200.00	
	Remove wall mounted button lights and refix after decoration of walls	1 Item	300.00		3-1.50	inc		
			6 050.00		2,218.00		4,291.00	
2.02	Refurbishment of Existing Store 0/185 to Showers, to include							
Generally	Clear room of all debris	1 Item	400.00		223.88		23.00	
Ceiling	Take down existing ceiling grid & dispose	1 Item	150.00	inc			279.00	
	Install new grid & suspended ceiling	1 Item	800.00		1,902.00		686.00	
Floor	Take up existing carpet overlying ceramics and dispose	1 Item	100.00	inc			inc	
	Clean down existing tiled floor	1 Item	150.00		500.00		232.00	
Walls	Clean off paint from existing tiled walls (50%)	1 Item	700.00		1 004.00		646.00	
	Clean down tile and grout generally							
Skirtings	Incl above							
Doors and Frames	Gloss paint existing external door & frame both sides	0 Nr	0.00		234.00	inc		
Miscellaneous								

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Clean out existing gullies and gratings let through existing drains		1 item 1 item	1 500.00 inc	163.96 329.91	inc	367.69	
			3600.00	4361.63		2,131.69	
2.03 Refurbishment of Existing Corridor 0.182 Room, to include							
Ceiling	Take down existing ceiling grid & dispose	1 item	100.00	2 113.83		185.00	
	Install new grid & suspended ceiling	1 item	500.00	inc		417.00	
Floor	Clean down existing tiled floor	1 item	90.00	399.00		174.00	
Walls	2x emulsion to existing walls	1 item	300.00	1 069.00	inc		
Skirtings	Rub down, and re-gloss skirtings	1 item	250.00	inc	inc		
Doors and Frames							
	Gloss paint existing external door & frame both sides	1 item	200.00	244.00	inc		
Radiator and exposed pipework - repaint		1 item	200.00	188.00	inc		
Clean existing wash hand basins of paint		1 item	150.00	250.00		93.00	
			1790.00	4,272.63		870.00	
2.04 Refurbishment of Existing WC 0.183, to include							
Generally Clear room of all debris		1 item	100.00	129.00		23.00	
Ceiling	Take down existing ceiling grid & dispose	1 item	20.00	inc		84.00	
	Install new grid & suspended ceiling	1 item	90.00	529.00	inc		
Floor	Clean down existing tiled floor	1 item	30.00	226.00		46.00	
Walls	2x emulsion to existing walls	1 item	100.00	354.00	inc		
Skirtings	Rub down, and re-gloss skirtings	1 item	50.00	inc	inc		
Doors and Frames							
	Gloss paint existing external door & frame both sides	1 item	100.00	151.00	inc		
Miscellaneous							
	Clean down existing sanitaryware / WC	1 item	250.00	256.00		116.00	
			730.00	1 461.00		269.00	
2.05 Building Services (Generally), to include:							
Showers to old shower area		1 item	3,000.00	4 900.00		3,923.00	14,972.34
Modification of existing pipework and installation of new as r		1 item	2,000.00	576.00		2,401.00	3 000.00
WC and hand basins as existing		inc					2,000.00
			5,000.00	5 376.00		6 414.00	5,000.00
2.06 Temporary Covered Walkway, to include:							

6

Please give the short particulars of the property mortgaged or charged

Short particulars

	1 item	Omitted
Timber is an up post construction with mono pitch sloping roof (no walls), to include:		
Timber wall posts		
Mono pitch sloping roof		
Removal of timber walkway on completion		
Reinstatement of existing pavement on completion		
Reinstatement of dwarf wall on completion		
(Note, Original total = £20,370.00)		
Temp walkway (£4,000) omitted		
Total	16,370.00	
Prelim	1,800.00	
Total	18,170.00	
Total	17,855.45	19,972.34

Carried to Summary 15,565.60

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DEESIDE LEISURE CENTRE

WORK PACKAGE 1 , Pitches and External Change

ISG

Provisional Scope of Works

3 00 Preliminaries

Fees

Architect Fees	1 no				2,000 00
Consulting Engineer	1 no				2,000 00
Building Services	1 no				Inc
Pitch Consultant	1 no				3,000 00
Planning	1 no				Exc
Building Control	1 no				N/A
Environment Agency	1 no				N/A

Site Administration

Site Manager	1 no	100%	15 weeks	1,118 00	18,770 00
Contract Manager	1 no	10%	15 weeks	1,781 00	2,871 50
Health and Safety Advisor	1 no	10%	15 weeks	1,250 00	1,875 00
Quantity Surveyor	1 no	20%	15 weeks	1,223 00	3,869 00
Expenses	1 no	100%	15 weeks	50 00	750 00

Temporary Accommodation

Offices	1 no	100%	15 weeks	48 00	720 00
Toilets	1 no	100%	15 weeks	55 00	825 00
Canteen	1 no	100%	15 weeks	86 00	1,290 00
Furniture	1 no	100%	15 weeks	20 00	300 00
Consumables	1 no	100%	15 weeks	15 00	225 00
Transport	2 no	100%		500 00	1,000 00

Temporary Lighting and Power

Connection to offices	1 no	100%		250 00	250 00
10kva transformers	1 no	100%	15 weeks	10 00	150 00
Festoon lighting	1 no	100%	15 weeks	15 00	225 00

Scaffolding

None required 0 00

Plant/Tools

Small tools	1 no	100%	15 weeks	15 00	225 00
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Attendant Labour

Attendant Labour	1 no	100%	15 weeks	450 00	6,750 00
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Cleaning, Protection, Samples

Waste skips	0 5 no	100%	15 weeks	125 00	937 50
Builders Clean	1 no	100%	96 m2	4 50	432 00

Compound, Hoarding, Fencing

Fencing to compound				Use of existing fenced area	0 00
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Telephones/IT Equipment

Phone Calls	1 no	100%	15 weeks	30 00	450 00
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(Assume no land line, use mobile)

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Short particulars

					0 00
Copying & General Consumables					0 00
Drawing copying	1 no	100%	15 weeks	5 00	75 00
PPE	4 no	100%	15	40 00	2,400 00
1st Aid kit	1 no	100%	15	75 00	1,125 00
Consumables	1 no	100%	15 weeks	10 00	150 00
Site safety signage	1 no	100%			200 00
Doc Hosting	1 no	100%		250 00	250 00
Insurances					
Insurances		484,000 00		0 70%	3,388 00
Other Prelims					
Considerate Contractor	1 no	100%		200 00	200.00
To Summary					<u>50 908 00</u>



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. 72**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
21 SEPTEMBER 2010 AND CREATED BY ALLIANCE LEISURE
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE
BANK P.L.C. 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 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 SEPTEMBER
2010**

PG



Companies House
— for the record —



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