

MG01

Particulars of a mortgage or charge



**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

FRIDAY



A62

\*ALRV4SXA\*

01/04/2011

38

COMPANIES HOUSE

**1 Company details**

Company number 0 2 7 2 3 7 9 7

Company name in full Alliance Leisure Services Limited (Vendor)

173

→ **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 d4 m0 m3 y2 y0 y1 y1

**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 Part 5 below) (Security Assignment).

**4 Amount secured**

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

Amount secured 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 (Secured  
Obligations).

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

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# 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 The Co-operative Bank P L C. (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

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

(a) charges to the Purchaser with full title guarantee by way of fixed charge, all the Equipment and the Building the subject of the Relevant FAWP2; and

(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 right, title, benefit and interest, present and future, whether proprietary, contractual or otherwise.

(1) under or arising out of or in respect of the Relevant FAWP2 including, but not limited to, all claims for damages and other rights and remedies in respect of the Relevant FAWP2, 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 FAWP2, 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 FAWP2 Documents,

(11) in, to and in respect of the Equipment and the Building the subject of the Relevant FAWP2 but so that the Purchaser shall not in any circumstances incur any liability in respect of any of the Equipment; and

(111) 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,

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# MG01

## Particulars of a mortgage or charge

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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

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### 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).

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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

# 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 Peter King (103284-736)

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 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](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)

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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

Continued..

(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, and

(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

(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.

(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 FAWP2 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

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

**Building** has the meaning given to it in the Relevant FAWP2

Continued...

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## Particulars of a mortgage or charge

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Short particulars

Continued..

**Building Contract** has the meaning given to it in the Relevant FAWP2

**Building Contract Rights** has the meaning given to it in the Relevant FAWP2

**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

**Equipment** means the equipment the subject of the Relevant FAWP2, and Warranty Agreement as listed in schedule 1 of this MG01

**Equipment Warranties** means the warranties provided by the Supplier to the Vendor pursuant to the terms of the Warranty Agreement

**Insurance** means the insurance effected by the Relevant Authority pursuant to the terms of the Relevant FAWP2

**Master Agreement** means the master agreement relating to offers for sale and purchase made between the Vendor and Purchaser dated 2 November 2009

**Offer** means the offer dated 24 March 2011 made by the Vendor pursuant to the Master Agreement to purchase certain Receivables in relation to the Relevant FAWP2

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

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

**Relevant Authority** means Flintshire County Council

Continued ..

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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

Continued ..

**Relevant FAWP2** means a Framework Agreement Works Package 2 dated 4 February 2011 together with a revised [Appendix 0] facility management schedule dated 12 March 2001 entered into between the Vendor and the Relevant Authority

**Relevant FAWP2 Documents** means the Relevant FAWP2 and all guarantees, indemnities, charges or other documents creating security or providing credit support for the Relevant Authority's obligations thereunder

**Supplier** means the supplier of the Equipment

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

Continued...

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## Particulars of a mortgage or charge

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Short particulars

#### Schedule 1

##### 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	15,665 60
Preliminaries	50,908 00
	<u>440,822 62</u>
OH&P @ 7.5%	33,061 70
<b>Total</b>	<b><u>473,884 32</u></b>

##### 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 16 No 8m high posts with 24 No 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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## 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

#### Schedule 1

##### DEESIDE LEISURE CENTRE

##### WORK PACKAGE 1, Pitches and External Change

ISG

Scope of Works.	Quant	Unit	Rate	Total (£)	Source
External "artificial" pitch					
A Horse fencing to work area	400 m			2 400 00	ISG
B Site preparation					
Strip existing grass surface & chalkpad (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	7882 m²		0.35	2 751 70	ISG
5 a Side pitches					
Surfacing					
C High quality monofilament 60mm 3G synthetic grass to form 5 new 5 a side pitches	4224 m²		21.00	88 505 60	Soft Surfaces
D Line markings	1 item			3 000 00	Duraspot
Fencing					
E 5m high Werra Twint3 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		208.60	835 40	Davison
G 5m high Werra Twint3 Sport rebound fencing with 1.2m integral rebound mesh, to inner boundary Double sided fence allowed as recommended	194 m		189.50	36 763 00	Davison
H end post	10 no		208.60	2 086 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	Hercall
L Excavate service duct trenches not exceeding 750mm, in tarmac roads & footpaths and relandscape on completion	1 item		17 750.00	17 750 00	ISG
M 100mm diameter PVC service duct, sand bed and surround	1 item		1 900.00	1 900 00	ISG
N Lighting standard bases	8 No		250.00	2 000 00	ISG
Sports equipment					
P 5 a side goals	12 No		877.00	10 524 00	Duraspot
MUGA / In-line Hockey Pitch					
Q New macadam surface 30mm depth, 8 mm wearing course	2209 m²		9.39	20 733 12	Duraspot
R Sprayed porous acrylic sports paint to colour entire playing area and to form pitch markings	1 item			5 700 00	Duraspot
Fencing					

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#### Schedule 1

S	12m High Werra Twirle sport rebound landing with handrail	163 m	72.00	11 756.00	Division
T	and posts	2 No	45.00	560.00	Division
U	corner posts	4 No	62.00	248.00	Division
V	Access gate, single leaf	4 No	604.80	2,419.20	Division
	Sports equipment				
W	Fitter hole, Goals	4 No	750.00	3,000.00	Duration
	Floodlighting				
X	Included above			0.00	
	Electrical Services (+ includes changing rooms)	1 item		14,762.00	Hand
Y	GWIC	1 item		1 000.00	ISG
	Drainage Works				
Z	Carry out CCTV survey, of existing drains around stadium pitch area	1 item		1,250.00	ISG
	Repair existing collapsed drain	Provisional		6,000.00	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 200 concrete kerbs, haunching and foundation and footpath between, and disposal replacement with kerb and haunching course	1 item		2,600.00	ISG
	Removal of 200 existing back to back concrete kerbs, haunching and foundation, and disposal, replacement with kerb and haunching course	1 item		600.00	ISG
	ISG Design Contingency			10,000.00	
	Design Fee	1 item		10,000.00	
	Carried to Summary			<u>374,329.00</u>	

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#### Schedule 1

DEESIDE LEISURE CENTRE

WORK PACKAGE 1. Pictures and External Change

Provisional Scope of Works

	Original		Cheshire Builders Total (£)	Spearmans Total (£)	GUY JONES Total (£)
	Quant	Unit			
2.00 Refurbishment of Existing Areas					
2.01 Refurbishment of Existing Store Areas to Changing Room, to include:					
Generally Clearroom of all debris	1	Item	500.00	241.50	23.00
Ceiling Take down existing ceiling grid & dispose	1	Item	400.00	inc	687.00
Install new grid & suspended ceiling	1	Item	2,352.00	912.00	1,916.00
Floor Take up existing carpet overlying ceramic tiles and dispose	1	Item	250.00	242.00	inc
Clean down existing tile floor	1	Item	400.00	inc	232.00
Walls 2x emulsion to existing walls	1	Item	500.00	371.50	1,140.00
Skirting Put down, end re-glass skirting	1	Item	350.00	inc	inc
Doors and Frames Glass paint existing external door & frame both sides	1	Item	100.00	155.50	inc
Miscellaneous Take off coat hooks / store and refix. Remove wall mounted button lights and refix after decoration of walls	1	Item	200.00	inc	209.00
	1	Item	300.00	341.50	inc
			5,050.00	2,215.00	7,231.00
2.02 Refurbishment of Existing Store Areas to Showers to include:					
Generally Clearroom of all debris	1	Item	400.00	223.85	23.00
Ceiling Take down existing ceiling grid & dispose	1	Item	150.00	inc	278.00
Install new grid & suspended ceiling	1	Item	900.00	1,000.00	686.00
Floor Take up existing carpet overlying ceramic tiles and dispose	1	Item	100.00	inc	inc
Clean down existing tiled floor	1	Item	150.00	503.00	232.00
Walls Clean off paint from existing tiled walls (50%)	1	Item	700.00	1,082.00	545.00
Clean down tiles and grout generally					
Skirting Inc above					
Doors and Frames Glass paint existing external door & frame both sides	0	Nr	0.00	254.00	inc
Miscellaneous					

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Schedule 1

2.03	Reurbishment of Existing Corridor (1102 Room), to include:- Clean out existing gutters and gratings at throughout existing stairs	1 item 1 item	1,500.00 Inc	3,900.00	153.95 329.81	4,361.63	367.90 Inc	2,131.60	14,972.24	14,972.24	5,000.00
	Ceiling Take down existing ceiling grid & dispose Install new grid & suspended ceiling	1 item 1 item	100.00 500.00		2,113.83 Inc		188.00 417.00				
	Floor Clean down existing tiled floor	1 item	89.90		399.00		174.00				
	Walls 2x emulsion to existing walls	1 item	300.00		1,000.00		Inc				
	Skirtings Rub down, and re-glass skirtings	1 item	250.00		Inc		Inc				
	Doors and Frames Glass paint existing external door & frame both sides	1 item	200.00		244.00		Inc				
	Radiator and exposed pipework replant	1 item	200.00		198.00		Inc				
	Clean existing wash hand basins of paint	1 item	150.00		258.00		93.00				
				1,700.00	4,372.83		870.00				
2.04	Reurbishment of Existing WC (1103), to include: Generally Clear room of all debris	1 item	100.00		125.00		23.00				
	Ceiling Take down existing ceiling grid & dispose Install new grid & suspended ceiling	1 item 1 item	20.00 80.00		625.00 Inc		84.00				
	Floor Clean down existing tiled floor	1 item	30.00		226.00		46.00				
	Walls 2x emulsion to existing walls	1 item	100.00		356.00		Inc				
	Skirtings Rub down, and re-glass skirtings	1 item	50.00		Inc		Inc				
	Doors and Frames Glass paint existing external door & frame both sides	1 item	100.00		151.00		Inc				
	Miscellaneous Clean down existing sanitaryware / WC	1 item	250.00		258.00		116.00				
				733.00	1,441.00		259.00				
2.05	Building Services (General), to include: Shower to old shower area	1 item	3,000.00		4,999.00		3,923.00				
	Modification of existing pipework and installation of new as per WC and hand basins as existing	1 item	2,000.00		576.00		2,491.00				
			Inc	5,000.00	5,375.00		6,414.00				
2.06	Temporary Covered Walkway, to include:										

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Please give the short particulars of the property mortgaged or charged

### Short particulars

## Schedule 1

	Item	Omitted
Timber frame to post construction, with mans pitch sloping roof (no walls); to include:		
Timber wall posts		
Mans 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	£6370.00	

**Carried to Summary 15,565.60**

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#### Schedule 1

#### 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	16,770 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	3,669 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	88 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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0 00

##### Attendant Labour

Attendant Labour	1 no	100%	15 weeks	450 00	6,750 00
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0 00

##### Cleaning, Protection, Samples

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

##### Compound, Hoarding, Fencing

Fencing to compound Use of existing fenced area 0 00

0 00

##### Telephones/IT Equipment

Phone Calls	1 no	100%	15 weeks	30 00	450 00
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(Assume no land line, use mobile) 0 00

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#### Schedule 1

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

To Summary 50,908 00



## **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. 73**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
24 MARCH 2011 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 1 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2011

