

MR01

Particulars of a charge

1097/13 Oyez

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration with
21 days** beginning with the day after the date of creation of the charge.
Delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.

☐ You must enclose a certified copy of the instrument with this form. It
must be scanned and placed on the public record.



A04

A26GIGHU

17/04/2013

#73

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 05116407

Company name in full Arena Community

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 16/04/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Kingdom Bank Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

3.1 The Borrower, with full title guarantee, charges all that freehold property known as Rileys, Leeming Street, Mansfield NG18 1NG and registered at the Land Registry with absolute title under Title Number NT188662 ("the Premises") to the Bank by way of first legal mortgage as a continuing security for payment of all money covenanted to be paid by the Borrower under this charge

3.2 The Borrower also charges all movable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used in or about the Premises by way of floating security for payment of all money covenanted to be paid by the Borrower under this charge, and the definition of the Premises is to be construed accordingly.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

8

Trustee statement ⁽¹⁾

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

⁽¹⁾ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature




Signature




X  X


This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	CER/KIN095/325
Company name	Robinsons Solicitors
Address	
10-11 St James' Court	
Friar Gate	
Derby	
Post town	
County/Region	
Postcode	D E 1 1 B T
Country	
DX	DX 11544 Derby 1
Telephone	01332 291431
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	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 filed on paper	
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 enquires@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5116407

Charge code: 0511 6407 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2013 and created by ARENA COMMUNITY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2013

A handwritten signature in black ink, consisting of stylized initials.

Given at Companies House, Cardiff on 22nd April 2013



We certify this to be a true and correct copy of the original document
Signed Robinsons Date 16/4/13
Robinsons Solicitors, 10-11 St James' Court
Friar Gate, Derby DE1 1BT

CORPORATE

THIS LEGAL CHARGE is made the 16th day of April 2013

BETWEEN

- (1) ARENA COMMUNITY (charity number 1115569) the registered office of which is at 22-26 Nottingham Road, Stapleford, Nottingham NG9 8AA and the company registration number of which is 05116407 ('the Borrower') and
- (2) KINGDOM BANK LIMITED the registered office of which is at Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6JS and the company registration number of which is 04346834 ('the Bank')

NOW THIS DEED WITNESSES as follows

1. Definitions and interpretation

In this charge (unless the context otherwise requires)

- 1 1 'the 1925 Act' means the Law of Property Act 1925,
- 1 2 'the 2011 Act' means the Charities Act 2011,
- 1 3. 'Facility Letter' means the facility agreement dated 21st March 2013 and made between the parties hereto and any variation amendment or extension thereof or supplement thereto from time to time in force
- 1 4. 'the Premises' means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it which the Borrower may charge at law or in equity,
- 1 5 'the Secured Sums' means all money and liabilities for the time being due owing or incurred to the Bank by the Borrower under the terms of the Facility Letter or this charge (whether actually or contingently, solely or jointly with any other person, or as principal or surety), including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses which the Bank may in the course of its business charge for keeping the Borrower's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained, and

Form of charge filed at H M Land Registry under reference MD954A

1 6 the expression 'the Borrower', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Bank', where the context so admits, includes its successors in title and assigns

2. Payment of Secured Sums

The Borrower covenants with the Bank that, as and when the Secured Sums or any part of them are due for payment, the Borrower will pay the Secured Sums, or the part of them due to be paid, to the Bank

3. Legal charge

3 1 The Borrower, with full title guarantee, charges the Premises to the Bank by way of first legal mortgage as a continuing security for payment of all money covenanted to be paid by the Borrower under this charge

3 2 If the Borrower is a company incorporated under the Companies Act 1985, the Borrower also charges all movable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used in or about the Premises by way of floating security for payment of all money covenanted to be paid by the Borrower under this charge, and the definition of the Premises is to be construed accordingly

4. Further advances

This charge is intended to secure further advances but the Bank is not obligated to make them

5. Borrower's covenants

The Borrower covenants with the Bank to observe and perform the restrictions and obligations set out below

5 1 Repair

The Borrower must keep the Premises in a good state of repair and in good working order and condition, and renew and replace the fixtures and fittings about the Premises when they become obsolete, worn out or destroyed

5 2 Outgoings

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, imposed upon or payable in respect of the Premises as and when they become payable and must produce the receipt for such payments on demand

5 3 Bank's right of inspection

The Borrower must permit the Bank to enter upon all buildings, erections or structures forming part of the Premises (without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of them

5 4 Not to alter buildings

The Borrower must not make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part of the Premises or put up or erect any new buildings without the previous consent in writing of the Bank, or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Bank in writing (such consent not to be unreasonably withheld or delayed)

5 5 Compliance with covenants and notices

5 5 1 The Borrower must observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which the Premises are held by it, and must enforce observance and performance of the landlord's covenants in any such lease

5.5 2 If the Borrower receives any notice served under section 146 of the 1925 Act, or any proceedings for forfeiture of its lease or any superior lease are commenced, or the landlord or any superior landlord attempts to re-enter under the provisions of its lease, it must give immediate notice in writing to the Bank and at the request of the Bank, but at the expense of the Borrower, take such steps as the Bank may require

5 6 Insurance

The Borrower must insure, and keep insured, in the joint names of the Borrower and the Bank, such of the Premises as are of an insurable nature, against loss or damage, to their full insurable value, in a manner approved by the Bank. If so required, the Borrower must deposit with the Bank every such policy of insurance and the receipt for the latest premium payable under the policy

5 7 Proceeds from insurance claims

The Borrower must ensure that all money payable under any insurance in respect of loss or damage to the Premises, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Bank or, if it is paid to the Borrower, must hold it on trust for the Bank to be applied in making good the loss or damage in respect of which it is received or, if the Bank so requires, in or towards the discharge of the Secured Sums

5 8 Compliance with terms of conveyances etc

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Premises and binding on the Borrower

5 9 Compliance with Acts of Parliament

The Borrower must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Premises or any development or the use of them for any purpose or the employment of persons in the Premises, and must execute all works and provide and maintain all arrangements which are or may be recommended, directed or required to be executed, provided or maintained at any time by any authorised person, authority or body

5 10 Not to create other mortgages

The Borrower must not create, or permit to subsist, any mortgage, pledge, charge, encumbrance, lien or security interest in the Premises other than this security

5 11 Not to sell the Premises

The Borrower must not without the prior written consent of the Bank sell or dispose of the Premises, or any estate or interest in them, or share or part with possession or occupation of them

5 12 Perfecting security

The Borrower must execute and do all such assurances and things as the Bank may require for perfecting this security, preserving the Premises, facilitating the realisation of the Premises in such manner as the Bank may think fit and directs, and for exercising all powers, authorities and discretions conferred by this charge or by law on the Bank or any receiver appointed by it

5 13 Payment of costs etc

The Borrower must pay on demand, and must indemnify the Bank against, all costs, charges and expenses (whether in the nature of income or capital) incurred by the Bank, or by any receiver appointed by it, in, or in connection with, the exercise of any powers conferred by this charge or by statute or which they or either of them incur in, or in connection with, the recovery or attempted recovery of the Secured Sums, the preservation or attempted preservation of this security or the Premises, and the remuneration of any receiver

6. Statutory powers

6 1 The statutory powers conferred on the Bank as varied and extended by this charge and all other powers conferred in this charge shall, in favour of any purchaser (as defined in section 205 of the 1925 Act) or person dealing in good faith, be deemed to arise and be exercisable immediately after the execution of this charge.

6 2 The Borrower must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the 1925 Act or by common law without the consent in writing of the Bank previously obtained, but the Bank may grant or accept surrenders of leases without restriction after the power of sale has become exercisable

6 3 The restriction on the right of consolidating mortgage securities that is contained in section 93 of the 1925 Act shall not apply to this security

7. Enforcement of security

7 1 Powers to be exercisable without restrictions

Section 103 of the 1925 Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due, or on any other breach of the covenants and conditions on the Borrower's part contained in this charge, this security will become enforceable and the powers conferred on the Bank by the 1925 Act and this charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise, with respect to the whole or any part of the Premises

7 2 Appointment of receiver

7 2 1 At any time after this security has become enforceable or if at any time the Premises appear to the Bank to be in danger of being taken in execution by

any creditor of the Borrower or to be otherwise in jeopardy, the Bank may by writing under the hand of any officer of the Bank and without notice to the Borrower

- (a) appoint any person (whether an officer of the Bank or not) to be a receiver of the Premises or any part of them, and
- (b) remove any such receiver whether or not appointing another in his place, and may, at the time of appointment or at any time subsequently, fix the remuneration of any receiver so appointed

7 2 2 None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

7 2 3 Any receiver so appointed shall, in addition to the powers conferred by the 1925 Act, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion

- (a) to take possession or collect and get in the Premises or any part of them,
- (b) to repair, insure, protect, improve, enlarge, develop, build, reconstruct or replace the Premises or any part of them, or to acquire by purchase lease or otherwise any further property assets or rights,
- (c) to dispose, or concur in disposing, of or let or concur in letting the Premises or any part of them, surrender or accept surrenders of any lease or concur in surrendering or accepting surrenders of any lease of the Premises or any part of them, and in particular (but without prejudice to the generality of the above) to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise,
- (d) to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Premises,

- (e) to make any arrangement or compromise in respect of the rights of the Borrower,
- (f) to appoint, employ or dismiss managers, officers, contractors or agents,
- (g) to raise or borrow money on the security of the Premises, from the Bank or otherwise,
- (h) to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him,
- (i) to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers, and
- (j) to do anything in relation to the Premises that he could do if he were absolutely entitled to them

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Bank and shall not be responsible, nor shall the Bank be responsible, for any loss occasioned as a result

7 2 4 A receiver appointed under this security shall be deemed to be the agent of the Borrower, and the Borrower alone shall be responsible for his acts and defaults and his remuneration

7 3 Exercise of receiver's powers by the Bank

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Bank may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower, exercise any power a receiver appointed by it could exercise

7 4 Sale of the Premises

Where the Premises or any part of them are sold by the Bank or any receiver appointed by it they may be sold

7 4 1 together or in parcels,

7 4 2 by public auction or private contract, and

7 4 3 for a lump sum, a sum payable by instalments, or a sum on account and a mortgage or charge for the balance

The Bank or receiver may make any special or other stipulations as to title or otherwise which the Bank or the receiver consider expedient and may buy in, rescind or vary any contract for sale Any sale may be to a company in which the Bank has an interest and may be in consideration of shares or securities in such company or of any other company and may be for such consideration as the Bank or the receiver (as the case may be) considers sufficient

8. Money arising on enforcement of security

8 1 Subject to clause 8 2, all money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority

8 1 1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Premises including the remuneration of any receiver,

8 1 2 in payment of the interest remaining unpaid, and

8 1 3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled

8 2. If the Bank so determines, payments may be made on account of the principal money, premiums or other sums comprised in the Secured Sums before the interest or the whole of the interest on the Secured Sums has been paid, but this alteration in the order of payment shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed, or any less amount which the sum ultimately realised from the security may be sufficient to pay

9. Power of attorney

The Borrower irrevocably and by way of security appoints the Bank, and any person nominated for the purpose by the Bank in writing under hand by an officer of the Bank (including every

receiver appointed by it), severally as attorney of the Borrower for the Borrower, in its name, on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertakings and provisions contained in this charge or which may be required or deemed proper in the exercise of any rights or powers under this charge or otherwise for any of the purposes of this security, and the Borrower covenants with the Bank to ratify and confirm all acts or things made done or executed by such attorney as specified above

10. Liability of the Bank or receiver

Neither the Bank nor any receiver appointed by the Bank shall by reason of the Bank or any such receiver entering into possession of the Premises or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission or which a mortgagee in possession might be liable

11. Persons dealing with the Bank or receiver

No person dealing with the Bank, any receiver appointed by it, or its or his attorney or agent shall be concerned, bound or entitled to enquire, or be affected by notice as to

- 11 1 whether this security has become enforceable,
- 11 2 whether any power exercised or purported to be exercised by the Bank or a receiver has become exercisable,
- 11 3. as to the propriety, regularity or purpose of the exercise of any power under this charge,
- 11 4 whether any money remains due on the security of this charge, or
- 11 5 as to the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Bank, any receiver, or its or his attorney or agent for any money shall effectually discharge the payer from such matters and from being concerned to see to the application, or being answerable for the loss or misapplication of, the money

12. Continuing security

- 12 1 This security shall be a continuing security to the Bank, shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the

Secured Sums and shall be in addition, and without prejudice, to and shall not affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums

- 12 2 The Bank may, on receiving notice that the Borrower has encumbered the Premises, close any account with the Borrower and open a new account and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards, or have the effect of discharging, any part of the amount due to the Bank on any such closed account
- 12 3 If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Borrower shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Bank at the time when it received the notice

13. Default by the Borrower

Without prejudice to any other rights and remedies of the Bank and whether or not the Secured Sums have become due, if default is at any time made by the Borrower in the performance of all or any of the covenants contained in this charge it shall be lawful but not obligatory for the Bank to perform them or to settle, liquidate, compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result and with power, in the case of failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above, to enter upon the Premises without being deemed to be a mortgagee in possession by reason of such entry

14. Indulgence

The Bank may at any time or times, without discharging or in any way prejudicing this security or any remedy of Bank under this charge

- 14 1 grant to the Borrower or to any other person time or indulgence or further credit, loans or advances,
- 14 2 enter into any arrangement, or variation of rights, or

- 14 3 abstain from perfecting or enforcing any remedies, securities, guarantees or rights that it may now or subsequently have from or against the Borrower or any other person

15. Demands and notices

- 15 1 A demand or notice under this charge shall be made in writing, signed by an officer of the Bank, and may be served on the Borrower either personally or by post
- 15 2 A demand or notice by post may be addressed to the Borrower at its address or place of business last known to the Bank
- 15 3 A demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Borrower

16. Representation and warranty

The Borrower represents and warrants to the Bank that

- 16 1 the execution of this charge and the observance and performance of its obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement,
- 16 2 there subsists no breach of any law or regulation which materially and adversely affects or would affect the value of the Premises,
- 16 3 it has not received any notice of any adverse claim by any person in respect of the Premises or any interest in it nor has any acknowledgement been given to any person in respect of the Premises,
- 16 4 to the best of its knowledge no waste or noxious offensive or other dangerous substance has been used disposed of produced stored or deposited under on or in the Premises, and
- 16 5 this charge does not contravene the Borrowers Memorandum and Articles of Association

17. Charity

- 17 1 The directors of the Borrower being the persons who have the general control and management of its administration certify that they have power under the Memorandum and Articles of the Borrower to effect this charge and that they have

obtained and considered such advice as is mentioned in section 124(2) of the 2011 Act

17.2 The land charged is held by the Borrower a non-exempt charity and this charge is not one falling within section 124(9) of the 2011 Act so that the restrictions imposed by section 124 of the 2011 Act apply

18. Registered Land

The Borrower applies to the Land Registry for a restriction in the following terms to be entered on the register of title to the Premises 'no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16th April 2013. in favour of the Bank referred to in the charges register'

19. Transfer

This charge is freely assignable or transferable by the Bank

20. Law and Jurisdiction

This charge is governed by and shall be construed in accordance with English law

IN WITNESS whereof this charge has been duly executed as a deed and is intended to be and is delivered on the date first above written

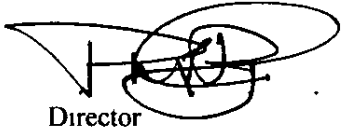

SCHEDULE

The Premises

All that freehold property known as Rileys, Leeming Street, Mansfield NG18 1NG and registered at the Land Registry with absolute title under Title Number NT188662


Borrower

SIGNED as a DEED by
ARENA COMMUNITY
acting by two directors

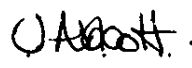

Director

Director

Charity Trustees

SIGNED AS A DEED by
ANN SIMPSON and
PHILIP PYE duly authorised
pursuant to a resolution made under the
provisions of section 333 of the 2011 Act
in the presence of


A Simpson

Witness

Signature 
Name Robinson Solicitors
Address 10-11 St James Court, Fins Gate
Occupation Legal Secretary