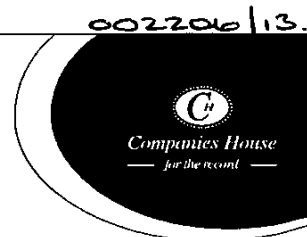


MG01

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 a company. To do this, please use form MG01s

FRIDAY



A03 *A18Q7KAI* 11/05/2012 #64
COMPANIES HOUSE

1	Company details	46 for official use
Company number	0 0 0 5 3 1 0 0	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Swindon Town Football Company Limited	
2	Date of creation of charge	
Date of creation	^d 2 ^d 7 ^m 0 ^m 4 ^y 2 ^y 0 ^y 1 ^y 2	
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	Debenture between Swindon Town Football Company Limited ("Borrower") and Sir Martyn Arbib ("Lender")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	All monies, obligations and liabilities of any kind and in any currency owed or incurred by the Borrower to the Lender, whether present or future, actual or contingent and whether incurred alone or jointly with another, together with the Lenders' costs charges, commission and expenses	

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	Sir Martyn Arbib		
Address	The Old Rectory, 17 Thameside, Henley on Thames, Oxon		
Postcode	R G 9 1 L H		
Name			
Address			
Postcode			
6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Please give the short particulars of the property mortgaged or charged			
Short particulars	<p>By way of continuing security in favour of the Lender for the payment and discharge of the secured amount, the Borrower with full title guarantee and free from all security interests, mortgages, charges, assigns and agrees to assign in favour of the Lender</p> <p>(i) by way of legal mortgage, all its estate or interest in the the County Ground, Swindon (SN1 2ED),</p> <p>(ii) by way of fixed charge all estates or interests in any freehold and leasehold property and its proceeds of sale now and in the future vested in or charged to the Borrower, other than the property charged under (i),</p> <p>(iii) by way of fixed charge all the plant, machinery and fixtures and fittings of the Borrower, present and future,</p> <p>(iv) by way of fixed charge all furniture, furnishings, equipment, tools, vehicles and other movable property of the Borrower, present and future, not forming part of its stock in trade or work in progress,</p> <p>(v) by way of fixed charge all the goodwill and uncalled capital of the Borrower, present and future,</p> <p>(vi) by way of fixed charge any shares held by the Borrower and any rights relating thereto,</p> <p>(vii) by way of fixed charge all intellectual property rights, things in action and claims of the Borrower, present and future, and the proceeds of any insurance from time to time affecting the assets charged by this Debenture,</p> <p>(viii) by way of fixed charge the benefit of any interest rate swap or other agreement with the Lender or any third party for protecting or hedging the Borrower's liability to pay interest to the Lender at any time,</p> <p>(ix) by way of fixed charge all book debts and other debts and all associated rights and benefits of the Borrower, present and future, and the proceeds of payment or realisation of each of them,</p> <p>(x) by way of fixed charge all funds standing to the credit of the Borrower from time to time on any account with the Lender or any other bank or financial institution or organisation,</p> <p>(xi) by way of fixed charge the benefit of all contracts appointments warranties and other documents to which the Borrower is a party relating to any development of any freehold or leasehold property and all rights and claims under or associated with them, and</p> <p>(xii) by way of floating charge all the undertaking and all property, assets and rights of the Borrower, present and future, not subject to a fixed charge under this agreement</p>		

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	

<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
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<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>F Twyake LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	
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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 **Sam Tye**

Company name **Fladgate LLP**

Address **16 Great Queen Street**

Post town **London**

County/Region **London**

Postcode **W C 2 B 5 D G**

Country **United Kingdom**

DX **37971 Kingsway**

Telephone **020 3036 7000**



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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 53100
CHARGE NO. 46

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 APRIL 2012
AND CREATED BY SWINDON TOWN FOOTBALL COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SIR MARTYN ARBIB ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11
MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MAY 2012

D9



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES