

MG01

Particulars of a mortgage or charge

085332/26



A fee is payable with this form

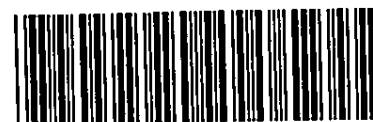
We will not accept this form unless you send the correct fee

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 re-  
particulars of a charge for a S  
company To do this, please us  
form MG01s

MONDAY



\*LB15SRG1\*

LD5

07/02/2011

42

**1** Company details

Company number 53100

Company name in full Swindon Town Football Company Limited

COMPANIES HOUSE  
for official use

→ Filing 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 07 02 2011

**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

**4** Amount secured

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

Amount secured

All monies, obligations and liabilities of any kind and in any currency  
owed or incurred by the company to the Loan Noteholders, whether  
present or future, actual or contingent and whether incurred alone or  
jointly with another, together with the Loan Noteholders' and the  
Security Trustee's costs charges, commission and expenses (the  
"Secured Liabilities")

Continuation page

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

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**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 Sir Martyn Arbib (as Security Trustee for the Loan Noteholders)

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**

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

By way of continuing security in favour of the Security Trustee for the payment and discharge of the Secured Liabilities, the company (the "Borrower") with full title guarantee and free from all Security Interests, mortgages, charges, assigns and agrees to assign in favour of the Security Trustee

1 by way of legal mortgage, all its estate or interest in the Property,

2 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 1 above,

3 by way of fixed charge all the plant, machinery and fixtures and fittings of the Borrower, present and future,

4 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,

5 by way of fixed charge all the goodwill and uncalled capital of the Borrower, present and future,

6 by way of fixed charge the Shares and Derivative Assets,

7 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 Charged Assets,

(see continuation sheet)

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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>8 by way of fixed charge the benefit of any interest rate swap or other agreement with the Security Trustee or any third party for protecting or hedging the Borrower's liability to pay interest to the Security Trustee at any time,</p> <p>9 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>10 by way of fixed charge all funds standing to the credit of the Borrower from time to time on any account with the Security Trustee or any other bank or financial institution or organisation,</p> <p>11 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>12 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> <p>Restrictions</p> <p>The Borrower will not without the previous written consent of the Security Trustee, not to be unreasonably withheld</p> <p>1 create or permit to arise any Security Interest on the Charged Assets, except a lien arising by the operation of law in the ordinary course of business,</p> <p>2 sell or otherwise dispose of those Charged Assets which are charged under 1 to 11 above,</p> <p>3 deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of the Borrower's business and, in particular, the Borrower will not realise its book debts and other debts by means of block discounting, factoring or any other similar arrangement,</p> <p>4 sell or otherwise dispose of the Charged Assets charged under 12 except in the ordinary course of business,</p> <p>5 permit or agree to any variation of the rights attaching to the whole or any party of the Charged Assets, or</p> <p>6 cause or permit to be done anything which may, in the reasonable opinion of the Security Trustee, jeopardise or otherwise prejudice the value to the Security Trustee of the Charged Assets</p> <p>(see continuation sheet)</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><b>Definitions</b></p> <p><b>Charged Assets</b> all the property and other assets of the Borrower which are charged under clause 3 of the Debenture</p> <p><b>Derivative Assets</b> all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing offered issued or deriving from or incidental to the Shares or any such Derivative Asset</p> <p><b>Intellectual Property Rights</b> all patents, patent applications, know how, trade marks, service marks, trade and service mark applications, trade names, registered designs, design rights, copyrights or other similar industrial, intellectual or commercial right subsisting anywhere in the world</p> <p><b>Loan Noteholders</b> has the meaning ascribed to it in the Loan Note Instrument</p> <p><b>Loan Note Instrument</b> a loan note instrument creating £1,500,000 (one million five hundred thousand pounds) of non interest bearing, guaranteed, secured loan notes due 31 May 2012</p> <p><b>Property</b> the leasehold property known as The County Ground, Swindon (SN1 2ED) registered with title absolute at the Land Registry under title number WT101325 and any part of it, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it that the Borrower may charge at law or in equity</p> <p><b>Security Interest</b> any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right relating to shares or to any asset or liability</p> <p><b>Security Trustee</b> Sir Martyn Arbib of The Old Rectory, 17 Thameside, Henley on Thames, Oxon RG9 1LH</p> <p><b>Shares</b> the stocks and shares set out in Schedule 3 of the Debenture and including, without limitation, all present and future shares, stocks, loan capital, securities, bonds and other investments (whether or not marketable) for the time being owned (at law or equity) by the Borrower</p>

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<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <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><b>8</b></p>	<p><b>Delivery of instrument</b></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 866)</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 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)</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Fladgate 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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## 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 **Adrian Mawlabaux**

Company name **Fladgate LLP**

Address **16 Great Queen Street**

Post town **London**

County/Region

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

Country

DX **37971 Kingsway**

Telephone **0203 036 7297**



### 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)**



## **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. 43

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 FEBRUARY  
2011 AND CREATED BY SWINDON TOWN FOOTBALL  
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE LOAN  
NOTEHOLDERS ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 7 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES