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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

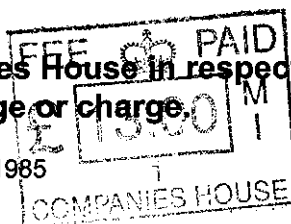
Company number

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company



185538 / 13

1131

00331905

Name of company

* ST HELENS RUGBY FOOTBALL CLUB (THE "BORROWER")

Date of creation of the charge

22 FEBRUARY 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL CHARGE (THE "CHARGE")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

Names and addresses of the mortgagees or persons entitled to the charge

TAYLOR WOODROW DEVELOPMENTS LIMITED, 2 PRINCES WAY, SOLIHULL, WEST MIDLANDS (THE "LENDER")

Postcode B91 3ES

Presentor's name address and reference (if any):

Eversheds LLP
Eversheds House
70 Great Bridgewater Street
Manchester
M1 5ES

MAN_002\1318013\1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A5VNZNG0

A35

28/02/2007

465

COMPANIES HOUSE

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

N/A

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed

*FOR AND ON BEHALF OF
EVERSHEDS LLP*

Date *26 FEB 07*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE
ST HELENS RUGBY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 0331905)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The sums paid to the Borrower in accordance with the Sale Agreement (as defined below) together with all interest payable thereon together with all costs (including legal costs), charges and expenses and any VAT incurred thereon by the Lender and/or any Receiver (as defined below) in each case on a full indemnity basis, in connection with the enforcement exercise or preservation of any of the rights contained in the Sale Agreement and/or the Charge whether under the Sale Agreement or the Charge, present or future, actual or contingent, in whatever name or style and, together with all Expenses (as defined below) and Interest (as defined below).

(the "**Secured Amounts**").

Definitions

Charged Property means the Property (as defined below), debts, rights and undertaking charged to the Lender by the Borrower by the Charge and includes, where applicable, any property charged by any other security given to the Lender by the Borrower.

Expenses: means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred in connection with:

- (a) the Charged Property (as defined above);
- (b) the preparation, negotiation and creation of the Charge;
- (c) taking, perfecting, enforcing or exercising any power under the Charge; or
- (d) any breach of any provision of and the protection, realisation or enforcement of the Charge

Receiver: means any receiver or manager appointed by the Lender under the Charge or pursuant to any statute, including the Law of Property Act 1925 Act but does not include an administrative receiver

Property: means the property specified in Appendix Three to this form

Sale Agreement: means a land purchase agreement dated 22 February 2007 made between the Borrower and the Lender

Interest: means interest calculated at 3% above the base rate of Barclays Bank plc as varied from time to time both before and after judgement

The terms defined in this appendix also apply to appendix two

APPENDIX TWO
ST HELENS RUGBY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 0331905)

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1. Pursuant to the terms of the Charge the Borrower with full title guarantee charges as Security for the payment and discharge of the Secured Amounts as defined in appendix one to this form) to the Lender:
 - 1.1 the Property (as defined in appendix three to this form) by way of legal mortgage, all the estate and interest of the Borrower in the Property together with all buildings, fixtures and fittings and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof;
 - 1.2 by way of fixed charge, the benefit of any covenants for title from time to time given or entered into in favour of any predecessor in title of the Borrower to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) in relation to any such Property;
 - 1.3 by way of fixed charge, the benefit of all rights and claims of the Borrower against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Borrower in respect of any works of design, repair, construction or replacement to, in or about any of the Property; and
 - 1.4 by way of fixed charge, all the right, title and interest of the Borrower in and to all contracts, agreements or warranties affecting the Property with architects, quantity surveyors, structural and mechanical engineers and other like professionals and including for the avoidance of doubt all right title and interest of the Borrower in and to all development contracts relating to the Property.
2. **NOTE**
 - 2.1 Pursuant to the terms of the Charge:
 - 2.1.1 The Borrower is not to create or permit any further Security (as defined below) to be created in or over the Charged Property without the prior written consent of the Lender.
 - 2.1.2 The Borrower is not to sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the consent of the Lender.
 - 2.1.3 The Borrower is not to create any Letting (as defined below) without the prior written consent of the Lender. In relation to any Letting existing on or created on or after the date of the Charge, the Borrower is:
 - 2.1.3.1 not to vary the terms of the Letting;

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- 2.1.3.2 not to agree any reduction in the rent payable under the Letting;
- 2.1.3.3 not to capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance;
- 2.1.3.4 not to grant any licence, consent or give any approval under the Letting without the prior written consent of the Lender;
- 2.1.3.5 to review the rent under the Letting in accordance with any rent review provisions contained within it and not agree the level of the reviewed rent without the prior written consent of the Lender;
- 2.1.3.6 not to exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of the Lender.

Definitions

Letting: means any lease of the whole or any part of the Property and includes:

- (a) any underlease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence; and
- (b) any agreement for the sharing of occupation of the Property.

Security: means any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Charged Property, whether fixed or floating, or conferring priority of payment

APPENDIX THREE
ST HELENS RUGBY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 0331905)

PROPERTY

Property together means:

1. The freehold property known as land at Dunriding Land, Knowsley Road, St Helens, WA10 4AD registered at the Land Registry under the title number MS431099 and as shown edged red on the plan attached to the Charge
2. ¹ The freehold property known as the former site of the Eccleston branch line forming part of the property registered at the Land Registry under the title number MS154577 and as shown edged blue on the plan attached to the Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00331905

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 22nd FEBRUARY 2007 AND CREATED BY ST HELENS RUGBY FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TAYLOR WOODROW DEVELOPMENTS LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th MARCH 2007.

Pangels.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES