

MG01

Particulars of a mortgage or charge

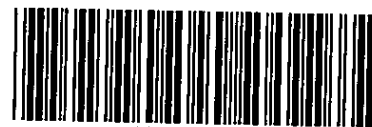


A fee is payable with this form.  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

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

FRIDAY



\*A1HF5T9M\*

A08

14/09/2012

#158

COMPANIES HOUSE

**1** Company details

Company number 03320422

Company name in full Exeter Rugby Club Limited

For official use

→ **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 11/09/2012

**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 money and liabilities now or in the future due, owing or incurred (before or after demand) by the Company to the Mortgagee in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently (including any liabilities arising pursuant to the guarantee the Mortgagee provided on or about the date of the Debenture to Barclays Bank PLC in respect of a facility granted to Exeter Rugby Group Limited of £3,000,000), whether by the Company alone or by the Company jointly with any other person, and whether the Company is a principal or a surety, and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Mortgagee by assignment or otherwise, and  
All interest, commission, fees, charges, costs and expenses which the Mortgagee may charge to the Company in the course of the Mortgagee's business or incur in respect of the Company or its affairs. The interest will be calculated and compounded in accordance with the usual practice of Barclays Bank plc, before and also after any demand or judgment

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

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## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	<b>Continuation page</b> 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	ANTHONY GEORGE EDWARD ROWE	
Address	BIDGOODS, WOODBURY SALTERTON, EXETER, DEVON,	
Postcode	E X 5 1 P J	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	<b>Continuation page</b> 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	SEE CONTINUATION PAGE	

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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

Assets means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,  
Excluded Assets means any shares in the capital of Premier Rugby Limited (03096937),  
Floating Charge Assets means those of the Assets that are for the time being comprised in the floating charge created by clause 1 3 but only insofar as concerns that floating charge,  
Intellectual Property means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,  
Intellectual Property Rights means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 1 2(h),  
Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),  
Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority" or the certificates for which are now or in the future deposited by the Company with the Mortgagee or which, if uncertificated, are held in an escrow or other account in favour of the Mortgagee or held in the Mortgagee's name or that of the Mortgagee's nominee or to the Mortgagee's order

1 1 By way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H M Land Registry  
1 2 By way of fixed charge  
a all Land in England and Wales now vested in the Company and registered at H M Land Registry,  
b all other Land which is now, or in the future becomes, the Company's property,  
c all plant and machinery now or in the future attached to any Land,  
d all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land,  
e all the Company's Securities but excluding the Excluded Assets,  
f all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company  
(i) which relate to Assets themselves subject to a fixed charge in the Mortgagee's favour, or  
(ii) which are now or in the future deposited by the Company with the Mortgagee, together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them),  
g all the Company's goodwill and uncalled share capital for the time being,  
h  
(i) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,

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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>(ii) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world,</p> <p>i</p> <p>(i) all trade debts now or in the future owing to the Company,</p> <p>(ii) all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),</p> <p>j the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Mortgagee's favour</p> <p>1 3 By way of floating charge</p> <p>a all the Company's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>b without exception all the Company's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Company shall not without the Mortgagee's prior written consent</p> <p>(i) create any mortgage of any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),</p> <p>(ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business</p> <p>2 Negative pledge</p> <p>The Company must not, except with the Mortgagee's prior written consent</p> <p>2 1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets,</p> <p>2 2 sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p>	

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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

None

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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 

X

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

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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 RICHARD BIGGS

Company name OTB Eveling LLP

Address

Post town

County/Region

Postcode E X 2 8 P W

Country

DX 300350 Exeter 5

Telephone 01392 823811

### 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)



FILE COPY

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

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

**COMPANY NO. 3320422  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11  
SEPTEMBER 2012 AND CREATED BY EXETER RUGBY CLUB  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANTHONY GEORGE EDWARD  
ROWE ON ANY ACCOUNT WHATSOEVER 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 14  
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER  
2012

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES