

MG01

Particulars of a mortgage or charge

305044/13.

Oyez

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

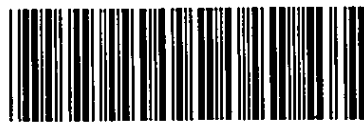
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge in
company. To do this, please use
form MG01s

WEDNESDAY



A43

A119ZUZT

26/09/2012

#246

COMPANIES HOUSE

1

Company details

Company number

0 3 3 2 0 4 2 2

Company name in full

Exeter Rugby Club Limited

(the **Chargor**)

For official use

4

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

1 1 0 9 2 0 1 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

Legal Charge (the **Deed**)

4

Amount secured

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

Amount secured

4
All present and future obligations and liabilities
(including without limitation all sums of
principal, interest and expenses) whether actual or
contingent whether owed solely or jointly and
whether as principal debtor, guarantor, cautioner,
surety, indemnifier or otherwise (or the equivalent
in any other relevant jurisdiction) of the Chargor
to Clydesdale Bank plc (trading as both Clydesdale
Bank and Yorkshire Bank) (the **Lender**); and in
whatever manner and on any account (the **Secured
Liabilities**)

Continuation page

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

MG01

Particulars of a mortgage or charge

5 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 Clydesdale Bank plc (Co number SC001111)

Address 30 St Vincent Place, Glasgow

Postcode G 1 2 H L

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 clause 2 1 of the Deed (The **Charge**) the Chargor as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee charges to the Lender

2.1.1 by way of legal mortgage the Property (with the intent that the security constituted by the Deed shall extend to and include the Chargor's full title interest in the Property or in the proceeds of sale thereof), together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property. The Chargor is solely and beneficially interested in the Property,

2.1.2 by way of assignment all rental and other money payable under any lease, licence or other interest created in respect of the Property;

2.1.3 by way of fixed charge all plant, machinery and other items legally and beneficially owned by the Chargor, whether now or in the future,

2.1.4 by way of fixed charge all rights and interest in and claims under all insurance contracts or policies now or in the future held and affecting the Property (including all money payable under them);

2.1.5 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

2.1.6 by way of fixed charge the entitlement of the Chargor (by virtue of an estate or interest in the Property) to any share or shares in any company connected with the Property when issued and all rights, benefits and advantages at any time arising in respect of the shares and the Chargor shall (if the Lender so requires) transfer such shares to the Lender or as the Lender shall direct and shall deposit certificates relating to the shares with the Lender, and

2 1 7 by way of floating charge all moveable plant, machinery, furniture, furnishings, tools, equipment and other goods now or at any time after the date of the Deed placed on or in, or used in connection with the Property or the business or undertaking conducted at the Property

"Property" means all that leasehold property at Sandy Park Stadium, Sandy Park Way, Exeter EX2 7NN registered at the Land Registry under title numbers DN593392 and DN598980

CONTINUED ON CONTINUATION SHEET

MG01

Particulars of a mortgage or charge

7 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

Nil

8 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).

9 Signature

Please sign the form here

Signature

Signature

X

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

FootAnstey

100 Victoria Street
Bristol
BS1 6HZ

www.footanstey.com

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

Imam Qazi

Company name

Foot Anstey LLP

Address

100 Victoria Street

Bristol

Post town

County/Region

Postcode

B S 1 6 H Z

Country

DX

BRISTOL 30 - DX 151765

Telephone

+44 (0)117 915 4902



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

MG01 - continuation page

Particulars of a mortgage or charge



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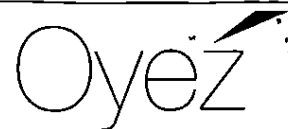
Amount secured

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

Amount secured

MG01 - continuation page

Particulars of a mortgage or charge



5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
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Name	
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Postcode	
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Name	
Address	
Postcode	

MG01 - continuation page

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

By clause 3 7 of the Deed the Chargor undertakes that it will not without the prior consent in writing of the Lender, create or allow to subsist any Encumbrance (other than a Permitted Encumbrance) In the event that the Chargor creates any Encumbrance in breach of this prohibition, the Deed shall rank in priority to that Encumbrance.

By clause 19 1 of the Deed the Chargor irrevocably appoints the Lender and also as a separate appointment the Receiver severally its attorney and attorneys with full power to delegate for the Chargor and on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to the Deed or any perfection, protection or enforcement action in connection therewith

By clause 19.2 of the Deed the Chargor ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender or the Receiver the actions of an attorney appointed under clause 19.1 of the Deed.

For the purpose of this MG01.

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, lien, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security

"Permitted Encumbrances" means

- (a) a fixed security in favour of the Lender,
- (b) any Encumbrance arising by operation of law; and
- (c) an Encumbrance consented to in writing by the Lender

"Receiver" means any receiver or receiver and manager for the time being appointed by the Lender under or by virtue of the Deed and if more than one receiver or receiver and manager has been so appointed then the expression **"the Receiver"** shall mean any or all of them.



AK

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. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 11
SEPTEMBER 2012 AND CREATED BY EXETER RUGBY CLUB
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
26 SEPTEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER
2012**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**