

# MG01

## Particulars of a mortgage or charge



074800

### A fee is payable with this form

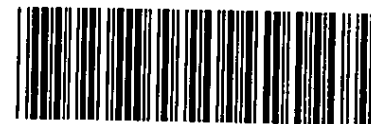
We will not accept this form unless you send the correct fee

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**  
You cannot use this form  
particulars of a charge for  
company To do this, please  
form MG01s

FRIDAY



A19

\*A1MA2NHS\*

23/11/2012

#71

COMPANIES HOUSE

### 1 Company details

Company number

05132509

Company name in full

WYCOMBE WANDERERS  
FOOTBALL CLUB LIMITED

7 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

22 11 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

ALL ASSETS DEBENTURE (THE "DEBENTURE")

### 4 Amount secured

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

Amount secured

All monies and liabilities at the date of the Debenture or at any time  
thereafter becoming due, owing or incurred by the Company to ABN  
AMRO Commercial Finance PLC in any manner actually or  
contingently, solely or jointly, as principal or surety and whether or not  
ABN AMRO Commercial Finance PLC shall have been an original  
party to the relevant transaction, including without limitation under the  
Finance Agreements (as defined in the Debenture), together with  
interest (as well after as before judgment or demand) and all legal,  
administrative and other charges, costs, expenses and payments  
incurred by ABN AMRO Commercial Finance PLC in relation to the  
preparation, negotiation, entry into or performance of the Debenture  
or in enforcing the security created by it on a full indemnity basis

#### Continuation page

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

# MIGU I

## 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	
Name	ABN AMRO Commercial Finance PLC
Address	Sheencroft House, 10-12 Church Road Haywards Heath, West Sussex
Postcode	R H 1 6 3 S N
Name	
Address	
Postcode	

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

### 6 Short particulars of all the property mortgaged or charged


Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 By way of legal mortgage all freehold and leasehold property vested in the Company at the date of the Debenture including that specified in Schedule 2 to the Debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Legally Mortgaged Property")</p> <p>2 By way of fixed charge -</p> <p>(a) all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) at the date of the Debenture or thereafter thereon ("the Equitably Charged Property"),</p> <p>(b) all fixed plant and machinery at the date of the Debenture or thereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party,</p> <p>(c) all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same specified in Schedule 3 to the Debenture and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party,</p> <p>(d) all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same other than those specified in (b) and (c) above at the date of the Debenture or thereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any which is plant, machinery or equipment forming part of the Company's stock in trade or work in progress),</p>

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

# 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	<p>(e) all Debts (as defined in the Debt Purchase Agreement which is defined in the Debenture) intended to but which do not for any reason vest absolutely and effectively in ABN AMRO Commercial Finance PLC together with the Related Rights (as defined in the Debt Purchase Agreement) to such Debts (the "Non-Vesting Debts"),</p> <p>(f) all present and future book and other debts of the Company, all monies from time to time standing to the credit of any account of the Company and all other monies whether arising under contracts or in any other manner, due, owing or incurred to the Company (and including any owing by ABN AMRO Commercial Finance PLC to the Company) other than Debts absolutely and effectively vested in or held on trust for ABN AMRO Commercial Finance PLC under the Debt Purchase Agreement and Non-Vesting Debts (the "Other Debts"),</p> <p>(g) all the goodwill and uncalled capital of the Company,</p> <p>(h) all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto,</p> <p>(i) all present and future patents, patent applications, trademarks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Company,</p> <p>(j) all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Company or (to the extent it has) in which the Company has an interest and all claims and returns of premium relating thereto,</p> <p>3 By way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge as referred to in 1 and 2 above if and to the extent that such charges fail as specific charges ("the Floating Charge Property")</p> <p>each of which shall hereafter be collectively referred to as the "Charged Property"</p> <p>The Debenture contains a restriction that the Company will not without ABN AMRO Commercial Finance PLC's prior written consent create or purport or attempt to create or permit to subsist any mortgage or fixed or floating charge, pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property nor sell, transfer, lease, licence, part with possession, dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as carried on at the date of the Debenture and the plant, machinery and equipment charged as referred to in 2 (b), (c) and (d) above may be replaced, modified, repaired or maintained for the sole purpose of immediate replacement, modification, repair and/or maintenance</p>	


7	<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>	
Commission allowance or discount	NONE	
8	<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>	
9	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X  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


 <b>Presenter information</b>	
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	
Company name	ABN AMRO Commercial Finance PLC
Address	
SHEENCROFT HOUSE	
10-12 CHURCH ROAD	
Post town	
HAYWARDS HEATH	
County/Region	WEST SUSSEX
Postcode	R H 1 6 3 S N
Country	ENGLAND
DX	
Telephone	01444 441717


 <b>Certificate</b>
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.

 <b>Checklist</b>
We may return forms completed incorrectly or with information missing.

<p>Please make sure you have remembered the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The company name and number match the information held on the public Register</li> <li><input type="checkbox"/> You have included the original deed with this form</li> <li><input type="checkbox"/> You have entered the date the charge was created</li> <li><input type="checkbox"/> You have supplied the description of the instrument</li> <li><input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee</li> <li><input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge</li> <li><input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged</li> <li><input type="checkbox"/> You have signed the form</li> <li><input type="checkbox"/> You have enclosed the correct fee</li> </ul>
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 <b>Important information</b>
Please note that all information on this form will appear on the public record.


 <b>How to pay</b>
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'

 <b>Where to send</b>
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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>

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. 5132509  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 22 NOVEMBER 2012 AND CREATED BY WYCOMBE  
WANDERERS FOOTBALL CLUB LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ABN AMRO COMMERCIAL FINANCE PLC 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 23 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER  
2012

9



**Companies House**



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