

MR01

Particulars of a charge

105585/23

laserform



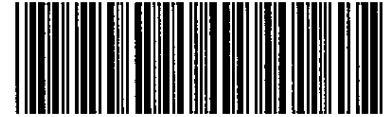
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this
Please see 'How to pay' on the

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

THURSDAY



A23 02/02/2017 #470
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 7 5 8 4 9 8 8
Company name in full Newark Rugby Union Football Club Limited



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 Charge creation date

Charge creation date 2 7 / 0 1 2 0 1 7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name The English Sports Council

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Legal Charge for the freehold property known as The Rugby Ground, Kelham Road, Newark NG24 1WN registered at the Land Registry under Title Number NT367850

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Signature

Please sign the form here

Signature

X  X

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

MR01**Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Samantha Gray**

Company name **Langleys Solicitors LLP**

Address **Olympic House**

995, Doddington Road

Post town **Lincoln**

County/Region

Postcode **L N 6 3 S E**

Country

DX **DX 700678 North Hykeham 2**

Telephone **01522 888555**

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7584988

Charge code: 0758 4988 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2017 and created by NEWARK RUGBY UNION FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2017.

Given at Companies House, Cardiff on 8th February 2017



Companies House



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

DATED

27 January 2017

~~2016~~

(1) THE ENGLISH SPORTS COUNCIL

and

(2) NEWARK RUGBY UNION FOOTBALL CLUB LIMITED

FORM OF LEGAL CHARGE

relating to

The Rugby Ground, Kelham Road, Newark

NT367850

This is to certify that this
is a true copy of the
original

Langley's Solicitors LLP
Langley's Solicitors LLP



Sport England
First Floor
21 Bloomsbury Street
London, WC1B 3HF

THE LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area	. Nottinghamshire Newark & Sherwood
Title Number	NT367850
Property	The Rugby Ground, Kelham Road, Newark, NG24 1WN

PARTICULARS

DATE 27 January 2017 ~~2016~~

1 Definitions and Interpretations

1 1 "Award" means the individual award(s) that in total amount(s) to £295,000 granted by the Chargee to the Chargor subject to the terms and conditions contained in the award letter dated 25 April 2016

1 2 "Chargee" means The English Sports Council
(Company Registry Number RC000766) of
First Floor, 21 Bloomsbury Street, London,
WC1B 3HF

1 3 "Chargor" means Newark Rugby Union Football Club
Limited (company registration number
07584988

1 4 **"Property"** means the freehold property known as
The Rugby Ground, Kelham Road, Newark,
NG24 1WN registered at the Land Registry
under title number NT367850

1 5 **"Secured Liabilities"** means all sums and contingent liabilities
now or at any time in the future being or
becoming due or owing by the Chargor to
the Chargee under the terms and conditions
of the Award

2 **Covenants by Chargor**

2 1 The Chargor hereby covenants with the Chargee that it will pay perform and
discharge the Secured Liabilities as and when the same become due

3 **Legal Charge**

3 1 The Chargor with full title guarantee charges to the Chargee the Property by
way of legal mortgage with payment or discharge of the Secured Liabilities
payable upon demand upon the breach by the Chargor of or under any of the
terms and conditions of the Award

4 **Chargee's Powers**

4 1 Section 103 of the Law of Property Act 1925 shall not apply to this security

4 2 At any time after the money secured by this Deed has become due and
payable and this security has become enforceable the power of sale as
amended or varied by this Deed shall be immediately exercisable in respect
of the whole or any part of the Property without the restrictions contained in
that Act as to the giving of notice or otherwise.

- 4 3 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit
- 4 4 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property 1925 section 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)
- 4 5 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by him could exercise

5 **Restriction on Title**

- 5 1 The Chargor hereby applies to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of execution, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect)

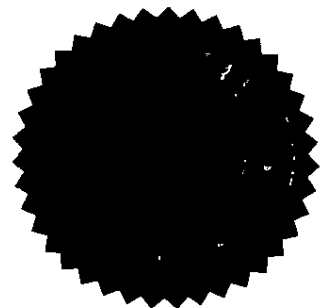
5 1 1 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by THE ENGLISH SPORTS COUNCIL of First Floor, 21 Bloomsbury Street, London, WC1B 3HF or its conveyancer

5 2 The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction

6 **Companies House**

6 1 The Chargor hereby applies to the Registrar of Companies at Companies House for registration of this Deed to be entered on the register of charges within 21 days of execution The Chargor shall deliver to the Chargee the certificate of registration showing the registration of the Deed

Executed as a Deed by affixing the Common Seal of THE ENGLISH SPORTS COUNCIL



Authorised Signatory

Authorised Signatory

**Executed as a Deed by
NEWARK RUGBY UNION
FOOTBALL CLUB LIMITED acting
by two Directors**

Signature

Director

Signature

Director