

06 2019/26

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



FRIDAY

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



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06/05/2011

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COMPANIES HOUSE

www.companieshouse.gov.uk

☒ 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

| | | | |
|--|---|--|--|
| 1 Company details | | For official use | |
| Company number | 0 0 2 1 4 3 7 3 | 1 2 | |
| Company name in full | CASTLEFORD RUGBY LEAGUE FOOTBALL CLUB LIMITED (THE) | | |
| <p>→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *</p> | | | |
| 2 Date of creation of charge | | | |
| Date of creation | d 1 d 9 m 0 m 4 y 2 y 0 y 1 y 1 | | |
| 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 present and future monies, obligations and liabilities owed by the Company (as Borrower) to James Ian Fulton (as Lender), whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities | | |
| | | <p>Continuation page Please use a continuation page if you need to enter more details</p> | |

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| | | |
|-------------------|---|---|
| 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 | JAMES IAN FULTON | |
| Address | WAY LODGE, WEST LANE, WIXLEY, YORK | |
| Postcode | Y O 2 6 8 A R | |
| 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 | <p>1 By way of legal mortgage, the Borrower charges to the Lender any freehold, leasehold or other immovable property referred to in Schedule 1 together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon</p> <p>2 By way of first fixed charge, the Borrower charges to the Lender</p> <ul style="list-style-type: none">• all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (the "Properties"),• all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions in, or over, freehold or leasehold property,• all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,• all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of all or any of the "Charged Property" (that is all or any of the assets, property, including the Properties, and undertaking for the time being subject to the security interests created by this debenture), and all rights in connection with them,• all the present and future goodwill and uncalled capital for the time being of the Borrower,• all the present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions (the "Equipment"),• all the Borrower's present and future patents, trade marks, service marks, trade names, domain names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights (the "Intellectual Property"), | |

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

| 6 | Short particulars of all the property charged | |
|-------------------|---|--|
| | Please give the short particulars of the property charged | |
| Short particulars | <ul style="list-style-type: none"> • all the present and future book and other debts and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them (the "Book Debts"), • all the present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time (the "Investments"), and • all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each any account nominated by the Lender in writing as a designated account for the purposes of this debenture (the "Designated Account")) <p>3 By way of first fixed mortgage, the Borrower assigns to the Lender all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment)</p> <p>4 By way of first floating charge, the Borrower charges to the Lender all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to the above provisions</p> <p>NB The floating charge created by this debenture will automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if (1) the Borrower (a) creates, or attempts to create, on all or any part of the Charged Property, any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect (an "Encumbrance") without the prior written consent of the Lender or any trust in favour of another person, or (b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or (2) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or (3) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property, or (4) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower</p> <p>NB The Lender may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice</p> | |

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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 **HAROON YOUNIS**

Company name **FORD & WARREN SOLICITORS**

Address **WESTGATE POINT**

WESTGATE

Post town **LEEDS**

County/Region **WEST YORKSHIRE**

Postcode **L S 1 1 8 A H**

Country **UK**

DX **706968 LEEDS**

Telephone **0113 243 6601**

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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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

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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 866)

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)

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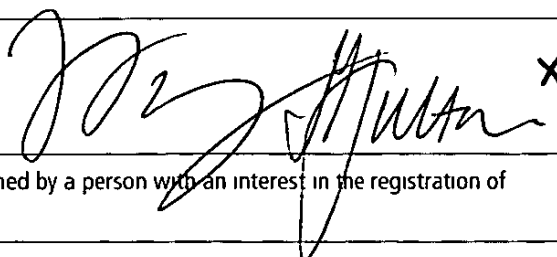
Signature

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



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

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

COMPANY NO. 214373
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 APRIL 2011
AND CREATED BY CASTLEFORD RUGBY LEAGUE FOOTBALL
CLUB LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO JAMES IAN FULTON
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES