

MG01

Particulars of a mortgage or charge



127537/13

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 particulars of a charge for a company. To do this, please use form MG01s

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18/11/2011

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COMPANIES HOUSE

1

Company details

Company number 00331905

Company name in full St Helens Rugby Football Club Limited (the "**Chargor**")

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 d1 d6 m1 m1 y2 y0 y1 y1

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

Guarantee and Debenture dated 16 November 2011 between the Chargor and Crowther St Holdings Limited (the "**Lender**") (the "**Debenture**")

4

Amount secured

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

Amount secured

All the liabilities of the Chargor to the Lender under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of the prohibitions in Chapter 2 (Financial assistance for purchase of own shares) of Part 18 of the Companies Act 2006 (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 Crowther St Holdings Limited
Address c/o Aisling Analytics Pte Ltd
20-03A Suntec Tower 1, Singapore

Postcode 0 3 8 9 8 7

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

1. Creation of Security

1 1 Land

The Chargor charged.

1 1 1 by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*), and

1 1 2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

1.2 Investments

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee

1 3 Equipment

The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 1 1 (*Land*).

[Please see continuation sheet]

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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 Nil

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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

Stephen Howard

X

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

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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 **Matthew Harley**

Company name **Stephenson Harwood**

Address **1 Finsbury Circus**

Post town **London**

County/Region

Postcode **E C 2 M 7 S H**

Country

DX **DX 64 Chancery Lane**

Telephone **020 7329 4422**



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

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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 4 Controlled Accounts 1.4.1 The Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account and all of its right, title and interest in and relating to each Controlled Account 1.4.2 Regardless of the terms on which moneys are credited to any Controlled Account, no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Chargor until: (a) the Secured Liabilities have been paid and discharged in full, and (b) the Lender is not under any obligation to make banking or other facilities available to the Chargor, and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except as the Lender may in its absolute discretion from time to time permit</p> <p>1 5 Intellectual Property Rights The Chargor charged by way of fixed charge all Intellectual Property Rights</p> <p>1.6 Goodwill The Chargor charged by way of fixed charge its goodwill</p> <p>1 7 Uncalled capital The Chargor charged by way of fixed charge its uncalled capital</p> <p>1 8 Authorisations The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset</p> <p>1 9 Insurances The Chargor assigned absolutely all its rights and interests under all contracts or policies of insurance</p> <p>1 10 Contractual rights The Chargor assigned absolutely all rights and interests under and in respect of 1 10 1 each Lease Document, 1 10.2 the Project Document, and 1 10 3 any other deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 1 1 (Land) to 1.9 (Insurances) (inclusive)</p> <p>1 11 Other assets 1 11 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 1 1 11 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p>	

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2 Negative pledge

Except as permitted by the Facility Agreement, the Chargor pledged not to create or permit to subsist any Security over any Security Asset

DEFINITIONS

"**Agreement for Lease**" means the Agreement for Lease dated 4 June 2010 made between, among others, the Developer and the Chargor

"**Authorisation**" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration

"**Borrower**" means Sporting Club St Helens Limited, a company incorporated in England and Wales under registered number 03875497

"**Controlled Account**" means each account listed in Schedule 2 (*Specified Accounts*)

"**Developer**" means Langtree Group plc registered in England and Wales with registered number 01604509 and having its registered office at Centrix House, Crow Lane East, Newton-le-Willows, St Helens, Merseyside, WA12 9UY

"**Development**" means the development of the Property in accordance with the Project Documents

"**Equipment**" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

"**Facility Agreement**" means the facility agreement dated 16 August 2011 between, among others, the Parent and the Lender

"**Finance Document**" means each of

- (a) the Facility Agreement,
- (b) the Security Documents,
- (c) any other document designated as a Finance Document by the Lender and the Borrower, and
- (d) any document entered into or delivered in connection with any of the documents listed in the preceding paragraphs

"**Intellectual Property Rights**" means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and

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(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

"Investments" means:

(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and

(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them, and includes all dividends, interest and other distributions paid or payable on or in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925

"Lease" means the lease to be granted pursuant to the Agreement for Lease

"Lease Document" means

(a) an Agreement for Lease,

(b) an Occupational Lease, or

(c) any other document designated as such by the Lender and the Chargor

"Legal Charge" means the grant of a legal charge by the Chargor to the Lender over the Lease in the agreed form;

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent in respect of all or part of the Property.

"Parent" means the Borrower

"Project Documents" means

(a) the Agreement for Lease, and

(b) each other document entered into for the purposes of the Development.

"Property" means the land at Peasley Cross Lane, Peasley, St Helens, Merseyside and as more particularly described in the Agreement for Lease

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"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements

"Security" means any mortgage, charge, pledge, hypothecation or lien and any other arrangement or interest which has the effect of creating security or conferring priority of payment.

"Security Assets" means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture

"Security Document" means each of

- (a) the guarantee and debenture created by the Borrower and the Chargor in favour of the Lender over all the assets and undertaking of the Borrower and the Chargor (including, without limitation, in the case of the Chargor the Agreement for Lease and the Property) and dated 16 August 2011,
- (b) the Legal Charge, and
- (c) any document designated as a Security Document by the Lender and the Borrower.

SCHEDULE 1

Land charged by way of legal mortgage
Part 1 - Registered Land

Registered Owner	Description and address	Title Number
St Helens Rugby Football Club Limited (Company number 00331905)	Leasehold land relating to Stadium, Peasley Cross Lane, Peasley, St Helens, Merseyside and as more particularly described in the lease dated 24 October 2011 made between (1) Langtree Group plc (2) St Helens Rugby Football Club Limited and (3) St Helens Stadium Limited	Awaited

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SCHEDULE 2

Specified Accounts

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 331905
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 16 NOVEMBER 2011 AND CREATED BY ST HELENS
RUGBY FOOTBALL CLUB LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CROWTHER ST. HOLDINGS LIMITED 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 18
NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 NOVEMBER
2011

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Companies House
— for the record —



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