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COMPANIES FORM No. 395

RBOS 106679 #10

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

1117

00331905

Name of company

* ST HELENS RUGBY FOOTBALL CLUB LIMITED (the "Company")

Date of creation of the charge

7TH APRIL 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL CHARGE (the "Charge")

Amount secured by the mortgage or charge

AS SET OUT IN APPENDIX 1 HERETO.

Names and addresses of the mortgagees or persons entitled to the charge

WAINHOMES LIMITED
THE BEECHES,
CHESTER,
(the "Chargee")

Postcode CH2 1PE

Presenter's name address and
reference (if any):

Eversheds Solicitors
London Scottish House
24 Mount Street
Manchester
M2 3DB

For official Use
Mortgage Section

Post room

E10 R-B5
106679

A29
COMPANIES HOUSE

AJ5P6PH2

0649
08/04/00

Time critical reference

Short particulars of all the property mortgaged or charged

AS SET OUT IN APPENDIX 2 HERETO.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Eversheds

Date 07.04.00

On behalf of [company] [mortgagee/chargee] †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX 1
Company – St Helens Rugby Football Club Limited
(Company No: 00331905)
Amount secured by Mortgage or Charge

The sum of £200,000 together with all interest payable thereon pursuant to Clause 9.2 of the Sponsorship Agreement (and any interest payable thereunder) together with all costs (including legal costs), charges and expenses and any VAT incurred thereon by the Chargee and/or any Receiver; in each case on a full indemnity basis, in connection with the enforcement exercise or preservation of any of the rights contained in the Finance Documents.

Definitions:

In these Appendices the following words shall have the following meanings:-

"Deed of Priority"	a deed in a form as agreed between the parties and made on the 7 April 2000 between the Company, the Chargee, National Westminster Bank Plc and Carlsberg Tetley Brewing Limited;
"Finance Documents"	the Charge, the Sponsorship Agreement, the Deed of Priority and any other document or agreement which the Company and the Chargee agree should be a Finance Document;
"Property"	certain unregistered freehold land at Knowsley Road, St Helens and Dunriding Lane, St Helens as more particularly described in the Deed of Priority;
"Receiver"	a receiver or receiver and manager or administrative receiver appointed pursuant to the provisions of the Charge;
"Sponsorship Agreement"	an agreement dated 21 st March 2000 entered into between the Company and the Chargee pursuant to which the Chargee agreed to pay £200,000 to the Company.

APPENDIX 2
Company – St Helens Rugby Football Club Limited
(Company No: 00331905)
Short Particulars of property, mortgaged or charged

Under the terms of the Charge, the Company with full title guarantee and as legal and beneficial owner in favour of the Chargee as security for the discharge of the Secured Obligations:-

1. by way of legal mortgage, all the estate and interest of the Company in the Property together with all buildings, fixtures and fittings and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof;
2. by way of fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) in relation to any such Property;
3. by way of fixed charge, the benefit of all rights and claims of the Company against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property; and
4. by way of fixed charge, all the right, title and interest of the Company in and to all contracts, agreements or warranties affecting the Property with architects, quantity surveyors, structural and mechanical engineers and other like professionals and including for the avoidance of doubt all right title and interest of the Company in and to all development contracts relating to the Property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00331905

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 7th APRIL 2000 AND CREATED BY ST HELENS RUGBY FOOTBALL CLUB LIMITED FOR SECURING THE SUM OF £200,000 AND INTEREST THEREON DUE OR TO BECOME DUE FROM THE COMPANY TO WAINHOMES LIMITED AND/OR ANY RECEIVER PURSUANT TO CLAUSE 9.2 OF THE SPONSORSHIP AGREEMENT (AS DEFINED) AND IN CONNECTION WITH THE FINANCE DOUCMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th APRIL 2000.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E