

DATED

2023

**NOTICE AND RESOLUTION TO TRANSFER THE ASSETS AND UNDERTAKING
OF CRANLEIGH RUGBY FOOTBALL CLUB
TO CRANLEIGH RUGBY FOOTBALL CLUB LTD**

NOTICE OF RESOLUTION
CRANLEIGH RUGBY FOOTBALL CLUB

Notice is hereby given that a Special Meeting of the members of the above-named Club will be held at _____ on _____ 2023 at _____ am/pm.

AGENDA

1. Apologies for absence.
2. Consideration of and, if thought fit, passing the enclosed Resolution to transfer the assets and undertakings to Cranleigh Rugby Football Club Ltd and CRFC Events Ltd.

A copy of each of the proposed Articles of Association of Cranleigh Rugby Football Club Ltd is enclosed.

Dated _____ 2023

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By order of the Honorary Secretary

RESOLUTION

- of -

CRANLEIGH RUGBY FOOTBALL CLUB (the Club)

IT WAS RESOLVED that:

1. the Club delete current Rule 28 of the Rules and substitute therefor with immediate effect as Rule 28, the following rule:

"28 Distribution of Assets by way of Reconstruction

A proposal that the Club distribute its assets by way of a scheme of reconstruction to a limited company (or any other company within that company's group) with similar objects to the Club and then dissolve, shall be passed if supported by two thirds or more of those members present and voting at a general meeting."

2. pursuant to new Rule 28, subject to obtaining the necessary tax clearances, the Club would convey, transfer, assign and/or deliver with effect from 2023 (**Effective Date**) to Cranleigh Rugby Football Club Ltd (**Company**) and the Company would acquire and take over:
 - 2.1 all playing equipment, vehicles, stationery, books, publications and other stocks, furniture, fixtures and fittings of the Club;
 - 2.2 the freehold premises described in Schedule 1 hereto (**Premises**);
 - 2.3 the benefit of the contracts listed in Part 1 of Schedule 2;
 - 2.4 the cash in hand and at banks and investments in the name of or held on behalf of the Club;
 - 2.5 to the extent possible, any policies of insurance existing up to the Effective Date covering any liabilities of the Club taken out by the Club and of any claims pending thereunder;
 - 2.6 any intellectual property rights together with the benefit and subject to any contracts with third parties for the exploitation thereof; and
 - 2.7 all other (if any) assets including the goodwill of the Club;
3. pursuant to new Rule 28, subject to obtaining the necessary tax clearances, the Club would convey, transfer, assign and/or deliver with effect from 2023 (**Effective Date**) to CRFC Events Ltd (**Subsidiary**) and the Subsidiary would acquire and take over:
 - 3.1 the benefit of the contracts listed in Part 2 of Schedule 2 hereto together with all other subsisting contracts (not including those subject to paragraph 2.3 above), commitments, engagements, orders and covenants including the right of the Subsidiary to novate the same (subject to the consent of the other parties thereto) and including all book debts due and owing to the Club;

4. pursuant to new Rule 28, subject to obtaining the necessary tax clearances, the Company will assume (from the Effective Date) all other liabilities and undertakings including known and unknown existing liabilities pertaining to the Premises, the Contracts, any intellectual property the Club owns and any other equipment or assets in the possession of or used by the Club;
5. completion of the transfer of assets, undertaking and liabilities shall take place on the Effective Date or at such later date as the Club, the Company and the Subsidiary may agree, whereupon the Club shall:
 - 5.1 cause to be delivered to the Company or the Subsidiary (as relevant) all the assets hereby agreed to be transferred which are capable of passing by delivery and a duly executed assignment of all the other assets to be transferred hereby not capable of passing by delivery;
 - 5.2 cause to be delivered to the Company a duly executed conveyance, transfer or assignment (in terms mutually agreed) vesting whatever title, right or interest the Club has to the Premises in the Company together with all deeds and documents relating to the title of the Club to the Premises in the possession of the Club and shall give full vacant possession of the Premises to the Company; and
6. subject to paragraph 10, in the event that any assets are incapable of transfer or assignment on the Effective Date then the Club shall hold those assets on trust for either the Company or Subsidiary (as relevant) and the Club will make all reasonable efforts to effect the transfer of those assets without delay;
7. in the event that any necessary third party consents or approvals required to transfer or assign any assets falling under paragraph 6 are not forthcoming then the Club will continue to hold those assets on trust for the Company or Subsidiary (as appropriate);
8. the Company will indemnify the Club (and its officers) and keep it and them fully indemnified against all liabilities, costs, expenses (including legal expenses), claims, actions, proceedings, damages, fines, penalties or other losses incurred by the Club and its officers which relate to facts, circumstances or events taking place prior to the Effective Date save for instances of fraud on the part of the Club or indemnified officer,
9. the Company or Subsidiary (as appropriate) will indemnify the Club for any loss incurred by the Club prior to the Effective Date in continuing to hold the assets falling under paragraph 6;
10. in cases where the Club has entered into agreements or contracts with third parties on terms whereby the purported assignment or novation thereof would be a breach of or otherwise cause or entitle such third parties to terminate such agreements or contracts, the Club shall use its best endeavours to obtain the agreement of such third parties to such assignment or novation, and if that agreement is not obtained, then such agreements or contracts shall not be or be deemed to have been so assigned or novated and the same shall continue and subsist in the name of the Club but on the basis that:
 - 10.1 the Club shall not incur any liability thereby;
 - 10.2 the obligations of the Club under such contracts shall be performed by the Company or Subsidiary in accordance with which of those is the recipient of the benefit of the contract that has been transferred in accordance with paragraphs 2.3 and 3.1 above and the respective terms of each contract;

- 10.3 in consideration of such performance, the Club shall direct or procure that all payments due to it under such contracts in respect of work carried out by the Company after the Effective Date shall be paid to the Company; and
- 10.4 the Club shall on behalf of the Company take such action and enforce all claims arising under such agreements or contracts against such third parties upon receiving the written request of the Company so to do together with an indemnity from it in terms reasonably satisfactory to the Club against all costs claims or losses arising or to be incurred by the Club in respect thereof;
- 11. the Club will warrant that with regard to the property and assets herein agreed to be transferred, all documents of title shall on being requested be produced to the Company and insofar as the title to any of the property or assets is as a result of such inspection found not to be properly vested in the Club, the Club shall procure the execution of all such other documents and do or procure the doing of all such other things as may be necessary to vest the same in the Company;
- 12. the assets transferred in accordance with this Resolution are being transferred in their present state and no warranty, condition, term or representation, express or implied, statutory or otherwise, as to the condition, quality, accuracy, performance, merchantability or fitness for intended purpose of the said assets or the existence or extent of any third party rights or claims in relation thereto is given or assumed by the Club and all such warranties, conditions, terms and representations are excluded to the fullest extent permitted by law;
- 13. the Club shall take all necessary steps and co-operate fully with the Company and the Subsidiary to ensure that it obtains the full benefit of the assets and undertaking of the Club and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are reasonably necessary or appropriate for vesting all their rights and interests in such assets and undertaking; and
- 14. on completion of the transfer of the assets, undertakings and liabilities to the Company and the Subsidiary, the Club will dissolve as soon as reasonably practicable without further reference to the members.

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 Chairman of CRANLEIGH RUGBY FOOTBALL CLUB

Countersigned by:

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DIRECTOR

For and on Behalf of Cranleigh Rugby Football Club Ltd and such execution by the company shall constitute agreement to the terms and arrangements set out in the above resolution.

Countersigned by:

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DIRECTOR

For and on Behalf of CRFC Events Ltd and such execution by the company shall constitute agreement to the terms and arrangements set out in the above resolution.

Schedule 1
The Premises

The property known as the Cranleigh Rugby Football Club, Wildwood Lane, Cranleigh GU6 8JR and comprising:

1. The freehold property known as the “Northern playing field” and being the land on the north side of Wildwood Lane, Alfold as registered at HM Land Registry under title number SY428197.
2. The freehold property known as the “Simon Campbell Ground” and being Land lying to the south east of Pound Lee Farm, Wildwood Lane, Cranleigh (GU6 8JR) under title number SY892677.

Schedule 2
The Contracts

Part 1

AKUMA SPORTS LTD

TOWERGATE UNDERWRITING GROUP LIMITED

H RAINSBURY & CO

Part 2

BOC LIMITED

BT GROUP PLC (BT FIBRE AND BT SPORT)

CASTLE WATER LIMITED

P J COLE (SOUTHERN) LTD

CERTAS ENERGY UK LIMITED

HEINEKEN UK LIMITED

SAGE (UK) LIMITED

RENTOKIL INITIAL PLC

TURNER SECURITY SYSTEMS LIMITED

FIS GLOBAL (WORLDPAY)

1ST DEFENSE FIRE & RESCUE SERVICES LTD

AAA CLEANING SUPPLY LTD

OCTOPUS ENERGY LTD