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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1211

49139

Name of company

* THE DERBY COUNTY FOOTBALL CLUB LIMITED (THE "ASSIGNOR")

Date of creation of the charge

30 MAY 2002

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

ASSIGNMENT OF PAYMENTS (THE "ASSIGNMENT")

Amount secured by the mortgage or charge

PLEASE SEE SCHEDULE 1 ATTACHED

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

SINGER & FRIEDLANDER LIMITED OF 21 NEW STREET, BISHOPSGATE, LONDON (THE "BANK")

Postcode EC2M 4HR

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

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

For official Use
Mortgage Section

Post room



PMO
COMPANIES HOUSE

0040
17/6/02

Time critical reference
AGS/LMC

PLEASE SEE SCHEDULE 2 ATTACHED

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)

NIL

Signed Taylor-Joy Garrett

Date 17 June 2002

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

Definitions

"Assigned Property" means all the property assigned by the Assignment;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"FA Premier League" means, as appropriate, The Football Association Premier League Limited or the combination of association football clubs comprising the clubs known as the F.A. Premier League, or any replacement thereof by whatever name;

"FA Premier League Rules" means the constitutional rules and regulations of the F.A. Premier League from time to time in force;

"Permitted Encumbrance" means any Encumbrance permitted by the Facility Letter;

"Premier League" means, as appropriate, The Football Association Premier League Limited or the combination of association football clubs comprising the clubs known as the FA Premier League, or any replacement thereof by whatever name; and

"Premier League Payments" means all amounts due or owing to or which may be due or owing to or purchased or otherwise acquired by the Assignor from the Premier League for the 2002/2003 association football season pursuant only to the FA Premier League Rule C.29.1 and any FA Premier League Rule relating to pay per view rights (whether in force at the date of this deed or coming into force thereafter) in each case arising from or relating to the provision by the Premier League clubs of rights to the Premier League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs.

SCHEDULE 1

Amount secured by the Assignment

All monies and liabilities of the Assignor owed or expressed to be owed to the Bank whether or not originally owed to the Bank and whether or not owed jointly or severally, as principal or surety or in any other capacity.

SCHEDULE 2

Short particulars of all the property mortgaged or charged

In consideration of the Bank making or continuing to make facilities available or otherwise giving credit or granting or continuing other banking services or facilities to the Assignor, the Assignor with full title guarantee assigned absolutely to the Bank and in the Bank's favour all its right, title and interest in and to the Premier League Payments.

NOTE

The Assignment contains, inter alia, the following restrictions:

The Assignor will not except with the prior written consent of the Bank:

- (a) dispose or purport to dispose of any interest in or grant any right over any Assigned Property; or
- (b) create, agree to create or allow to remain outstanding any Encumbrance (other than any Permitted Encumbrance) over any Assigned Property.

FILE COPY



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

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

COMPANY No. 00049139

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF PAYMENTS DATED THE 30th MAY 2002 AND CREATED BY THE DERBY COUNTY FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JUNE 2002.

Post-Sau



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES