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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

226567/13

395

A fee of £13 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

129

00049139

Name of company

* THE DERBY COUNTY FOOTBALL CLUB LIMITED (the "Chargor")

Date of creation of the charge

14 November 2008

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

Deed of charge over account balances (the "Deed of Charge")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

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

The Co-operative Bank Plc (registered number 00990937) whose registered
office is at PO Box 101, 1 Balloon Street, Manchester

Postcode M60 4EP

Presentor's name address and
reference (if any)

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES

CALLINPA/152011 000018

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



ADKEB501

A06

21/11/2008

355

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

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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 Evelyn UP

Date 19 November 2008

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE
THE DERBY COUNTRY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 00049139)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Lender, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses

(the "**Secured Obligations**")

Definitions

All capitalised terms used in this Appendix 1 are defined in Appendix 3 to this form.

APPENDIX TWO
THE DERBY COUNTRY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 00049139)

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1. CHARGING CLAUSE

1 1 Grant of security

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges to the Lender all its rights, title and interest in and to the Account Balances:

1.1.1 by way of first fixed charge; and

1 1 2 by way of first floating charge (to the extent only that the Account Balances or any part of them are not effectively subject to the first fixed charge established pursuant to clause 3 1 1 of the Deed of Charge).

1.2 Continuing security

All the security granted or created by the Deed of Charge is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations

1.3 Full title guarantee and implied covenants

All the security created or given under the Deed of Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

1 4 Miscellaneous

The fact that incorrect or incomplete details of any particular Account are included or inserted in a Schedule 1 (*The Accounts*) of the Deed of Charge shall not affect the validity or enforceability of the security created by the Deed of Charge.

2. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

2.1 Negative pledge

During the Security Period, the Chargor must not create, extend or permit to subsist any security over any of the Secured Assets, nor may it

2 1 1 sell, transfer or otherwise dispose of any of the Secured Assets;

2.1.2 in any way sell or dispose of the equity of redemption or any interest in the Secured Assets; or

2.1 3 enter into any other preferential arrangement having a similar effect

2.2 Exceptions

Clause 4.1 does not apply:

- 2.2.1 to the security created or required to be created by the Deed of Charge;
- 2.2.2 to any security created in favour of the Lender; nor
- 2.2.3 to any security or transaction to which the Lender has given its written consent

4.3 Permitted Withdrawals

- 4.3.1 For so long as there is no Event of Default which is continuing, the Chargor may from time to time transfer the interest accruing on any credit balance in an Account (but not, for the avoidance of doubt, the principal amount of any such credit balance) into an Unsecured Account
- 4.3.2 The Lender's rights in relation to such Unsecured Accounts will not be prejudiced by any provision of the Deed of Charge, and in particular the Lender shall retain all such rights as may be available to it under the contract governing such Unsecured Accounts or at law

Definitions

All capitalised terms used in this Appendix 2 are defined in Appendix 3 to this form.

APPENDIX THREE
THE DERBY COUNTY FOOTBALL CLUB LIMITED
(COMPANY NUMBER: 00049139)

DEFINITIONS

"Account" means each account of the Chargor with the Lender of which brief particulars are set out in Schedule 1 (*The Accounts*) of the Deed of Charge and includes, where the context admits, any sub-account or ledger relating to each such account, and all renewals or redesignations of each such account and also any account opened pursuant to the provisions of clause 14.5 (*Power to establish new account*) of the Deed of Charge (but so that each Unsecured Account shall be specifically excluded from this definition) and **"Accounts"** shall mean all of the Accounts

"Account Balances" means the aggregate of the sums from time to time standing to the credit of the Accounts, together with interest (including interest compounded and treated as capital) and other rights, benefits or sums accruing, offered or arising to, in respect of or incidental to each of the Accounts, and the debts represented by the Accounts

"Chargor" means The Derby County Football Club Limited a company incorporated in England and Wales with company number 00049139 of Pride Park Stadium, Pride Park, Derby, DE24 8XL

"Deed of Charge" means the deed of charge over account balances made on 14 November 2008 between the Chargor and the Lender

"Delegate" means any delegate, agent, attorney or trustee appointed by the Lender

"Discharge Date" means the date with effect from which the Lender confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled

"Enforcement Party" means any of the Lender, a Receiver or a Delegate

"Event of Default" means the occurrence of any of the events or circumstances described in clause 7 (*Enforceability*) of the Deed of Charge

"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Deed of Charge, taking, perfecting, enforcing or exercising any power under the Deed of Charge, the appointment of any Receiver or Delegate, the breach of any provision of the Deed of Charge and / or the protection, realisation or enforcement of the Deed of Charge, and includes the costs of transferring to the Lender or the Receiver any security ranking in priority to the security constituted by the Deed of Charge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require

"Interest" means interest at the rate provided and calculated and compounded as agreed between the Lender and the Chargor from time to time, and if not so agreed, in accordance with the practice of the Lender from time to time both before and after judgement

"Lender" means The Co-operative Bank Plc (registered number 00990937) whose registered office is at PO Box 101, 1 Balloon Street, Manchester, M60 4EP

"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to the Deed of Charge in respect of the Chargor or in respect of the Secured Assets or any of them

"Secured Assets" means the assets charged pursuant to clause 3.1 (*Grant of security*) of the Deed of Charge or otherwise the subject of any security created by or pursuant to the Deed of Charge and includes any part or parts of such assets

"Secured Obligations" means all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Lender, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses

"Security Period" means the period beginning on the date of the Deed of Charge and ending on the Discharge Date

"Unsecured Account" means an account of the Chargor with the Lender

"VAT" means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 49139
CHARGE NO. 29

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER
ACCOUNT BALANCES DATED 14 NOVEMBER 2008 AND
CREATED BY THE DERBY COUNTY FOOTBALL CLUB LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE CO-OPERATIVE BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21
NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 NOVEMBER
2008

Pangden



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES