

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP (LLP MR04)

WEDNESDAY



A03

A2FPP35C

28/08/2013

COMPANIES HOUSE

#327

1 Company details

Company number 00053703

Company name in full The Reading Football Club Limited

23

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

① Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date d1 d6 m0 m1 y2 y0 y1 y3

② Property acquired

If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Deed of Assignment (the "Assignment")

Continuation page

Please use a continuation page if
you need to enter more details

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Capitalised terms in this Form MR04 shall, unless the context requires otherwise or they are otherwise defined in this Form MR04, have the meanings set out in the Schedule at the end of this Form MR04

1 Assignment

1.1 The Assignor with full title guarantee hereby assigns to the Bank absolutely all of its right, title and interest (present or future) in and to, and all benefits accruing under or in connection with, all amounts (excluding VAT) due or owing to, or which may be due or owing to, or purchased, or otherwise acquired by, the Assignor in relation to, or in connection with, or deriving from the Central Funds relating to the 2012/2013 Season as security for the payment and discharge of the Secured Sums.

1.2 To the extent not assigned or effectively assigned by clause 3 1 of the Assignment the Assignor with full title guarantee charges by way of first fixed charge in favour of the Bank all of its rights, title and interest (present or future) in and to, and all benefits accruing under or in connection with, all amounts (excluding VAT) due or owing to, or which may be due or owing to, or purchased, or otherwise acquired by, the Assignor in relation to, or in connection with, or deriving from the Central Funds relating to the 2012/2013 Season as security for the payment and discharge of the Secured Sums

Continuation page

Please use a continuation page if you need to enter more details

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

				-					-			
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① **Charge code**
This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

The Reading Football Club Limited

Surname

Please give the address of the person delivering this statement

Building name/number

Madejski Stadium

Street

Junction 11 M4

Post town

Reading

County/Region

Berkshire

Postcode

R G 2 0 F L

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Chargor

C3

Signature

Please sign the form here

Signature

Signature

X

X

For and on behalf of The Reading Football Club Limited

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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. The contact information you give will be visible to searchers of the public record.

Contact name **Jeremy Parkes (10721/202)**Company name **Field Seymour Parkes LLP**Address **1 London Street**Post town **Reading**County/Region **Berkshire**Postcode **R G 1 4 Q W**Country **England**DX **4001 Reading1**Telephone **+44 (0)118 951 6200****Important information**

Please note that all information on this form will appear on the public record.

**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

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**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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A3	Short particulars of the property or undertaking charged
	Please give the short particulars of the property or undertaking charged
Short particulars	<p>1 3 The Assignor agrees fully to indemnify and hold harmless the Bank from and against all losses, actions, claims, expenses, demands and liabilities whether in contract, tort, delict or otherwise now or hereafter incurred by the Bank or any agent, officer or employee for whose liability, act or omission the Bank may be legally liable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Assignor of any of its covenants or other obligations to the Bank hereunder save for any such loss or liability incurred by reason of the gross negligence or wilful default of the Bank or any such agent, officer or employee</p> <p>1 4 If or to the extent that for any reason the assignment or charging or any Charged Property is prohibited, the Assignor shall hold it on trust for the Bank</p> <p>Restrictions and Undertaking</p> <p>2 1 The Assignor hereby covenants that it shall not, without the prior written consent of the Bank,</p> <p>2.1 1 create incur or permit to subsist (or agree to do so) any Security Right of any nature on the Charged Property (other than such Security Right from time to time given in favour of the Bank), or</p> <p>2 1 2 charge, factor, discount or assign any Charged Property save for the Permitted Payments in favour of any other person or purport to do so.</p> <p>take or omit to take any action, the taking or omission of which might result in any alteration or impairment of any of the rights created in respect of the Central Funds or the Assignment, nor exercise any right or power conferred on it by the Rules in any manner adverse to the interest of the Bank</p> <p>Definition Schedule</p> <p>Associated Undertaking" means an undertaking in which an undertaking has a participating interest and over whose operating and financial policy it exercises a significant influence, and which is not a Parent Undertaking or Subsidiary Undertaking,</p> <p>Central Funds" means all or any part of any UK Broadcasting Money, Overseas Broadcasting Money, Commercial Contract Money, Radio Contract Money and/or Title Sponsorship Money excluding the Permitted Payments,</p>

Charged Property" means all the assets, rights and revenues whatsoever (present and future) of the Assignor as are from time to time assigned by or pursuant to (or are agreed or expressed so to be) under the Assignment,

Clubs" means an association football club in members of the League,

Commercial Contract" means any contract entered into by the Company relating to sponsorship or like transactions or other matters materially affecting the commercial interests of the Clubs other than an Overseas Broadcasting Contract, a UK Broadcasting Contract, a Radio Contract or a Title Sponsorship Contract,

Commercial Contract Money" means money received by the Company under any Commercial Contract,

Company" means the Football Association Premier League Limited or, where appropriate, any replacement or successor thereof by whatever name,

League" means the Premier League,

League Match" means a match played under the jurisdiction of the League

Overseas Broadcasting Contract" means any contract entered into by the Company for the Transmission of League Matches outside the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands,

Parent Undertaking" has the meaning set out in section 1162 of the Companies Act 2006,

Permitted Payments" means:

- (a) up to £2,000,000 due to the Club in respect of a distribution from the League from Central Funds to be made to the Club in January 2013 and which has been assigned to London Forfeiting Company Limited prior to the date of the Assignment, and
- (b) up to £5,000,000 due to the Club in respect of a distribution from the League from Central Funds to be made to the Club in August 2013 and which will be assigned to London Forfeiting Company Limited,

Person" includes any legal entity, firm or unincorporated association and in the case of a person which is incorporated any of its Associated Undertaking, Parent Undertaking or Subsidiary Undertaking,

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

Radio Contract" means any contract entered into by the Company other than an Overseas Broadcasting Contract or a UK Broadcasting Contract for the Radio Transmission of League Matches,

Radio Contract Money" means money received by the Company under any Radio Contract,

Radio Transmission" means any terrestrial or satellite broadcast or transmission by cable sounds of and/or commentary upon any Premier League Match or inclusion thereof in a cable programme service and/or on the Internet and/or any relay of sounds of and/or commentary upon any League Match whether to an open or closed user group by any means now existing or hereafter invented not consisting solely of storage and distribution of recorded sounds in tangible form whether such radio transmission is on a live or recorded basis in whole or as excerpts,

Rules" means the rules for the time being of the League and a letter and a number following a reference to a rule identifies the section in which it is comprised and its number within that section

Season" means the period commencing on the date of the first League and a letter and a number following a reference to a rule identifies the section in which it is comprised and its number within that section,

Security Right" means any mortgage, charge, security, pledge, lien right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking,

Subsidiary Undertaking" has the meaning set out in section 1162 of the Companies Act 2006;

Title Sponsor" means the Person granted the right to have its agreed brand identity associated with the name of the League's first team competition,

Title Sponsorship Contract" means any contract entered into between the Company and a Title Sponsor,

Title Sponsorship Money" means money received by the Company under any Title Sponsorship Contract,

Transmission" means any terrestrial or satellite broadcast of television, or other moving pictures with or without sound or transmission by cable of moving pictures with or without sound or inclusion of moving pictures with or without sound in a cable programme service and/or on the Internet and/or relay of moving pictures with or without sound whether to an open or closed user group by any means now existing or hereafter invented not consisting solely of the storage and distribution of recorded pictures with or without sound in tangible form whether the said transmission is on a live or recorded basis in whole or as excerpts,

UK Broadcasting Contract" means any contract entered into by the Company for the Transmission of League Matches within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands,

UK Broadcasting Money" means money received by the Company under any UK Broadcasting Contract,