

MG01

Particulars of a mortgage or charge



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**iris**  
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

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12/11/2010

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COMPANIES HOUSE

1

**Company details**

Company number

0 0 0 6 1 5 6 4

Company name in full

The Sheffield United Football Club Limited (the "Assignor")

For official use

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

0 9 / 1 1 / 2 0 1 0

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deed of Assignment (the "Deed") between The Sheffield United Football Club Limited and Santander UK Plc  
relating to a settlement agreement

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Assignor covenanted with the Assignee that it will on demand by the  
Assignee pay or discharge in full the Secured Obligations due, owing or  
incurred by it on the due date for payment or discharge of such liabilities  
and otherwise at the times and in the manner provided in the relevant  
Finance Documents

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Santander Uk Plc (the "Assignee")	
Address	2 Triton Square, Regent's Place	
	London	
Postcode	N W 1 3 A N	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Assignor, with full title guarantee, as a continuing security for the payment, discharge or performance of the Secured Obligations assigned absolutely to the Assignee all its rights, title and interest in respect of the Assigned Document</p> <p><b>2 Power of Attorney</b></p> <p>2.1 The Assignor, by way of security and to more fully secure the performance of its obligations under the Deed, hereby irrevocably appoints the Assignee to be its attorney with power in its name and on its behalf and as its act and deed or otherwise to</p> <ul style="list-style-type: none"><li>(a) do anything which the Assignor may be required to do (but has not done) in accordance with the Deed, execute and complete any documents or instruments which the Assignee may require for perfecting the title of the Assignee to the Assigned Document or for vesting the same in the Assignee, its nominees or any purchaser, and</li><li>(b) otherwise generally to sign, seal, execute and deliver and otherwise perfect all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Assignee under the Deed or which may be deemed expedient by the Assignee in connection with any other exercise of any power under the Deed</li></ul> <p>2.2 The Assignor ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or purport to do, in the exercise of all or any of the powers, authorities and discretions pursuant to Clause 5.1 of the Deed</p> <p><b>Definitions</b></p> <p>"Assigned Document" means the Contract</p> <p>"Contract" means the contract between (1) Sheffield United Football Club Limited and (2) West Ham United Football Club plc dated 15 March 2009</p> <p>"Expenses" means all interest, commission, fees, legal and other costs, charges and expenses which the Assignee or any Receiver may charge or incur in relation to the Assignor or this Deed and the preparation, negotiation and creation of this Deed and/or in breach of any provision of and the protection, realisation or enforcement of this Deed in each case on a full indemnity basis</p> <p>"Facility Agreement" means an agreement between (1) The Sheffield United Football Club Limited, (2) Sheffield United Plc and (3) Santander UK Plc dated 09 November 2010</p> <p>"Finance Documents" has the meaning given to it in the Facility Agreement</p>	

## MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Secured Obligations"</b> means all monies, obligations and liabilities whatsoever, whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Assignor to the Assignee whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Assignor's other liabilities whatsoever to the Assignee including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantee and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner for the Assignee (as well after as before judgement and the right to such interest shall not merge in any judgement)</p>	

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance  
or discount

N11

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X Hammonds LLP 11/11/10 X  
Solicitors to the Assignee

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Emma Perez EP1/TXT/SAN.302-3

Company name Hammonds LLP

Address 2 Park Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 3 1 E S

Country

DX 26441 Leeds

Telephone +44 (0)113 284 7000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### 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
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

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



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### 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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 61564  
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 9  
NOVEMBER 2010 AND CREATED BY SHEFFIELD UNITED  
FOOTBALL CLUB LIMITED (THE) FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO  
SANTANDER UK PLC ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 12 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES