

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

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 charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08

SATURDAY



A28NW1S8

A07

18/05/2013

#58

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 4 4 4 0 6 8 4

Company name in full Arena Coventry Limited

For official use

→ **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 date

Charge creation date 1 6 0 5 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Council of the City of Coventry

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

W. J. G. L. L.

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Harry Bengough/2060558/JCP/HGB1

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C I N 2 S W

Country United Kingdom

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 Linnenhall, 32-38 Linnenhall 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 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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4440684

Charge code: 0444 0684 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2013 and created by ARENA COVENTRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2013.

Given at Companies House, Cardiff on 22nd May 2013

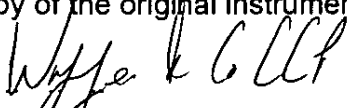


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted
pursuant to s 859G of the Companies
Act 2006, this copy instrument is a correct
copy of the original instrument


Wragge & Co LLP

Execution Version

16/05/13 date

DATED 16 MAY 2013

ARENA COVENTRY LIMITED (1)
and
COUNCIL OF THE CITY OF COVENTRY (2)

ASSIGNMENT DEED

Wragge&Co

Tel +44 (0)870 903 1000 Fax +44 (0)870 904 1099 mail@wragge.com www.wragge.com

THIS ASSIGNMENT is made on

16th

May 2013

BETWEEN:

- (1) **ARENA COVENTRY LIMITED** (Company Number 4440684) whose registered office is at Ricoh Arena, Phoenix Way, Foleshill, Coventry, CV6 6GE (the "Assignor"); and
- (2) **COUNCIL OF THE CITY OF COVENTRY** of Chrstchurch House, Greyfriars Lane, Coventry, CV1 2QL (the "Assignee").

BACKGROUND

- (A) The Assignor and the Assignee entered into a £14,400,000 facility agreement (the "Facility Agreement") dated 15 January 2013.
- (B) On the date of this Deed the Assignor will assign to the Assignee the Rights as security for the payment of the Secured Liabilities.

IT IS AGREED that:

1 Definitions and Construction

1.1 Definitions

"Event of Default" has the meaning given to it in the Facility Agreement;

"Guarantees" means together the McGinnity Guarantee and the Robinson Guarantee and each a "Guarantee";

"Guarantors" means together Michael Charles McGinnity and Geoffrey Robinson and each a "Guarantor";

"McGinnity Guarantee" means a guarantee dated 19 December 2003 and made between the Assignee and Michael Charles McGinnity,

"Robinson Guarantee" means a guarantee dated 19 December 2003 and made between the Assignee and Geoffrey Robinson;

"Related Rights" means in relation to the Rights:

- (a) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of those Rights, and
- (b) any moneys and proceeds paid or payable in respect of those Rights;

“Rights” means all the Assignor’s rights, title and interest in and to the Guarantees;

“Secured Liabilities” means all present and future liabilities and obligations of the Assignor to the Assignee (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Assignee was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Assignee at rates agreed between it and the Assignor.

1.2 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

1.3 Construction

In this Deed, unless the context otherwise requires:

- (a) references to clauses and schedules are to be construed as references to the clauses of, and schedules to, this Deed and references to this Deed include its schedules;
- (b) references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as from time to time amended in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
- (c) references to a “regulation” include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or governmental department or any self-regulatory or other national or supra-national authority;
- (d) words importing the plural shall include the singular and vice versa;
- (e) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or agency thereof;
- (f) references to any enactment shall be deemed to include references to that

enactment as re-enacted, amended or extended

2 Assignment

- 2.1 As a continuing security for payment and discharge of the Secured Liabilities, the parties to this Deed agree for the benefit of each other that, from the date of this Deed, the Assignor hereby assigns with full title guarantee to the Assignee absolutely all right, title, benefit and interest of the Assignor whatsoever in and to the Rights together with the Related Rights provided that the Assignor is entitled, until the occurrence of an Event of Default, to exercise all rights assigned under this Clause 2 1 (*Assignment*)(subject to the terms of the Facility Agreement) and the Assignee will reassign any such rights to the extent necessary to enable the Assignor to do so.
- 2.2 The Assignor agrees, as soon as is reasonably practicable following a written request from the Assignee, to serve a notice of assignment (such notice to be substantially in the form set out in Schedule 1) upon each Guarantor

3 Further Assurance

The Assignor shall at any time and when required by (and at the cost of) the Assignee execute such further documents in favour of the Assignee and take such further actions as the Assignee may from time to time reasonably require, to vest in the Assignee the full benefit of the Rights and to enable the Assignee to enforce this Deed.

4 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Assignee shall, or shall procure that its appointees will, at the request and cost of the Assignor, re-assign the Rights together with all Related Rights that have been assigned to the Assignee under this Deed

5 Announcements

None of the parties will make any announcement (other than an announcement required by law, if any) with respect to this Deed without the prior written consent of the other.

6 Parties' rights

- 6.1 No delay or omission of any party in exercising any right, power or privilege under this Deed shall impair such right, power or privilege or be construed as a waiver of it. Any single or partial exercise of any such right, power or privilege shall not preclude the further exercise of any right, power or privilege.
- 6.2 The rights and remedies of any party provided in this Deed are cumulative with, and not exclusive of, any rights and remedies provided by law.
- 6.3 Any liability to any party under this Deed may in whole or in part be released, compounded or compromised and any party may give time or indulgence to any party in its absolute discretion, in each case without in any way prejudicing or affecting that party's rights in respect of any other liability or its rights against any other party under the same or a similar liability.

7 Counterparts

This Deed may be executed in any number of counterparts by the different parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.

8 Notices

- 8.1 Any notice, request, instructions or other document required or permitted to be given under this Deed to a party to this Deed shall be in writing delivered personally or sent by prepaid recorded delivery post (airmail if overseas) or by facsimile transmission to the party due to receive such notice at the address notified above.
- 8.2 Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received forty eight hours after posting (six days if sent by airmail) and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile transmission shall be deemed to have been received upon receipt by the sender of the correct transmission report.

9 Third Party Rights

No person not a party to this Deed shall be able to enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

10 Governing Law and Jurisdiction

10.1 This Deed and any non-contractual obligations arising out of it, are governed by and shall be construed in all respects in accordance with English law

10.2 The parties irrevocably submit to the exclusive jurisdiction of the English courts

IN WITNESS whereof the Assignor and the Assignee have executed and delivered this Deed as a deed on the day and year first specified above.

Schedule 1

Notice of Assignment

[on Assignor's headed paper]

To: *[Insert Guarantor]*

Date: 20[]

Dear Sirs

Notice of Assignment

We hereby give notice that by a deed of assignment dated ● April 2013 made between ourselves and the Council of the City of Coventry (the "Assignee") we have, with effect from ● April 2013, assigned all our rights, title and interest in the guarantee (the "Guarantee") entered into between the Assignor and you dated 19 December 2003.

We irrevocably instruct you to treat the Assignee in all regards as if it was, in place of ourselves, the beneficiary under the Guarantee.

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Assignee at Christchurch House, Greyfriars Lane, Coventry, CV1 2QL with a copy to us.

This letter is governed by English law.

Yours faithfully

.....

Authorised Signatory for and on behalf of Arena Coventry Limited

Acknowledgement of Notice of Assignment

To: The Council of the City of Coventry,
Christchurch House
Greyfriars Lane
Coventry
CV1 2QL

Attn: Council Solicitor and the Assistant Director of Finance and Legal Services

Date: ● 20[]

Dear Sirs

Notice of Assignment

I confirm receipt from Arena Coventry Limited (the "Assignor") of a notice dated ● 20[] of an assignment, upon the terms of a deed of assignment dated ● April 2013 (the "Assignment"), of all of the Assignor's rights, title and interest in the Guarantee (as defined in that notice).

I hereby irrevocably agree to the terms set out in the Notice and not to do anything (or omit to do anything) which will prejudice your rights under the Guarantee.

This letter is governed by English law.

Yours faithfully

.....
[Guarantor]

EXECUTED and DELIVERED
AS A DEED by
ARENA COVENTRY LIMITED
acting by:

)
)
)
)

Director:



Director/Secretary:



EXECUTED and DELIVERED
AS A DEED by the
COUNCIL OF THE CITY OF COVENTRY
acting by:

)
)
)
)

Authorised Signatory:

Authorised Signatory

EXECUTED and DELIVERED
AS A DEED by
ARENA COVENTRY LIMITED
acting by:

)
)
)
)

Director:

Director/Secretary:

EXECUTED and DELIVERED
AS A DEED by the
COUNCIL OF THE CITY OF COVENTRY
acting by.

)
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)

Authorised Signatory:



70183

