

MG01

Particulars of a mortgage or charge

227466/13



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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 to register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



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12/04/2011

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COMPANIES HOUSE

1

Company details

Company number

0 0 1 0 4 1 9 4

Company name in full

The Watford Association Football Club Limited (the **Chargor**)

3 3

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

d0 d1 m0 m4 y2 y0 y1 y1

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

A Security Confirmation and Supplemental Deed between the Chargor and Fordwat Limited dated 1 April 2011 (the **Deed**)

4

Amount secured

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

Amount secured

The liabilities of the Obligors (as defined below) to the Secured Parties (as defined below) under or pursuant to the Notes (as defined below) or to the Finance Documents (as defined below) (included as amended by the Supplemental Deed (as defined below)) except for any liabilities which, if secured by this Deed, would result in a contravention by the Chargor of the prohibitions in Chapter 2 (Financial assistance for purchase of own shares) of Part 18 of the Companies Act 2006 (the **Secured Liabilities**)

Continuation page

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

MG01**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		Continuation page Please use a continuation page if you need to enter more details
Name	Fordwat Limited (the Security Trustee) as trustee	
Address	for the Secured Parties (as defined below).	
	PO Box 364, 60 Market Square, Belize City, Belize	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see the continuation sheets to box 6 of this form MG01	

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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 Nil

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 870).

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 866). 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 ON BEHALF OF THE SECURITY TRUSTEE
Allen Q Overy LLP X

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

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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 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 EEAU/0017552-0000100

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0)20 3088 0000



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 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Confirmation</p> <p>The Chargor confirms that on and after the date of the Deed</p> <p>(i) the Debenture and the Finance Documents remain in full force and effect, save only as set out in the Supplemental Deed, and</p> <p>(ii) the Debenture continues to secure all liabilities which are expressed to be secured by them, as varied by the Supplemental Deed</p> <p>2 Confirmatory Charge</p> <p>2 1 To the extent the Secured Liabilities do not extend to the liabilities under the Notes or the Deed of Covenant and Guarantee as varied by the Supplemental Deed, the Chargor, with full title guarantee, hereby charges, mortgages and assigns in favour of the Security Trustee (as trustee for the Secured Parties) on the terms set out in Clause 3 (Creation of Security) of the Debenture all its business, assets and undertaking as more specifically referred to in (and upon the terms of) the Debenture as a continuing security to secure the payment and discharge of the Secured Liabilities, which expression shall include all the liabilities of the Chargor under the Notes and the Deed of Covenant and Guarantee, as varied by the Supplemental Deed. The security created under the Deed is created in addition to and does not affect the security created by the Debenture</p> <p>2 2 The Deed is supplemental to the Debenture</p> <p>2 3 The provisions of clauses 1 3 (Third party rights) to 22 (Amendments and waivers) (inclusive) of the Debenture are deemed to be incorporated into the Deed as if set out in full in the Deed with all necessary modifications</p> <p>2 3 1 The security created under the Deed is created</p> <p>(a) as continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under the Deed) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>(c) in favour of the Security Trustee as trustee for the Secured Parties, and</p> <p>(d) with full title guarantee (with all covenants implied in respect thereto under the Law of Property (Miscellaneous Provisions) Act 1994 being subject to the Existing Security)</p> <p>In this form MG01</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Club means the Chargor</p> <p>Deed of Covenant and Guarantee means the Deed of Covenant and Guarantee constituting £10,142,000 Secured Notes due 2011 entered into by the Parent and the Club</p> <p>Deed of Priority means the deed entered into on or about the date of the Debenture between the Chargor, the Parent, Barclays Bank plc, Valley Grown Salads Limited, Watford FC's Community Sports and Education Trust and the Security Trustee</p> <p>Finance Documents means the Debenture, the Parent Debenture, the Deed of Priority, the Security Trust Deed and the Deed of Covenant and Guarantee</p> <p>Guarantor Debenture means the debenture entered into between Watford Leisure PLC and the Security Trustee dated 13 July 2010</p> <p>Noteholder means the persons for the time being and from time to time registered as holders of the Notes</p> <p>Notes means the £10,142,000 secured notes due 2011 to be issued by the Chargor on or before the date of the Debenture and as represented by note certificates substantially in the form of Schedule 1 to the Deed of Covenant and Guarantee issued by the Chargor to Noteholders in accordance with the terms of the Deed of Covenant and Guarantee or, as the case may be, the principal amount of such notes for the time being issued and outstanding</p> <p>Obligor means the Chargor and the Parent</p> <p>Parent means Watford Leisure plc (registered in England with company number 3335610)</p> <p>Parent Debenture means the debenture dated 13 July 2010 between the Issuer and the Security Trustee pursuant to which the Issuer has charged to the Security Trustee for the benefit of the Secured Parties all its property, assets and undertaking with the payment and discharge of all moneys and liabilities therein referred to</p> <p>Receiver means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver</p> <p>Secured Notes means the Notes</p> <p>Secured Party means the Security Trustee, each Noteholder and any Receiver</p> <p>Security Trust Deed means the security trust deed dated on or about the date of the Debenture between the Chargor (as Issuer), the Parent and the Security Trustee pursuant to which the Security Trustee has agreed to hold the Security created by the Guarantor Debenture and the Debenture for the benefit of the Secured Parties</p> <p>Supplemental Deed means the supplemental deed of covenant and guarantee dated on or about the date of the Deed, the Conditions to the Notes as set out in the Deed of Covenant and Guarantee were amended and restated on the terms set out in the Supplemental Deed</p> <p>Terms and Conditions means the terms and conditions to the Notes set out in Schedule 3 to the Deed of Covenant and Guarantee</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 104194
CHARGE NO. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY CONFIRMATION AND
SUPPLEMENTAL DEED DATED 1 APRIL 2011 AND CREATED BY
WATFORD ASSOCIATION FOOTBALL CLUB LIMITED(THE) FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO THE SECURED PARTIES 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
APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 APRIL 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES