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MG01

Particulars of a mortgage or charge



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
company. To do this, please
use form MG01s.

TUESDAY



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A10

17/11/2009

17

COMPANIES HOUSE

1

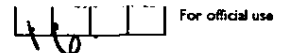
Company details

Company number

01947851

Company name in full

Middlesbrough Football & Athletic Company (1986) Limited
("Company")



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

05/11/2009

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

Debenture dated 5 November 2009 between (1) the Charging
Companies (defined below) (including the Company) and (2)
Barclays Bank PLC ("Security Agent") ("Debenture")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual
or contingent and whether owed jointly or severally or alone or
in any other capacity whatsoever) of each present and future
member of the Group to the Security Agent and/or the other
Secured Parties (or any of them) under or pursuant to any
Finance Document (including all monies covenanted to be paid
under the Debenture) ("Secured Obligations").

Continuation page

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

BIS

Department for Business
Innovation & Skills

CHFP000
10/09 Version 2.0

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	Barclays Bank PLC	
Address	1 Churchill Place	
	London	
Postcode	E I 4 S H P	
Name		
Address		
Postcode		
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	<p>1. Fixed security</p> <p>1.1 Fixed charges</p> <p>The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Obligations, charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>(a) by way of first legal mortgage:</p> <p>(i) the Real Property specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (more particularly described in part 1 of schedule 1 below); and</p> <p>(ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 4.1(a)(i) of the Debenture (more particularly described at paragraph 1.1(a)(i) above));</p> <p>(b) by way of first fixed charge:</p> <p>(i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a)(i) or 4.1(a)(ii) of the Debenture (more particularly described at paragraph 1.1(a)(i) and 1.1(a)(ii) above));</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(iii) the proceeds of sale of all Real Property;</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a), 4.1(b) or 4.1(b) of the Debenture (more particularly described at paragraphs 1(a) and 1(b) above)) and the benefit of all contracts, licences and warranties relating to the same;</p>	
<div style="text-align: right;">CHFP000 10/09 Version 2.0</div>		

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	<p>(d) by way of first fixed charge:</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Debenture (more particularly described at paragraph 1.1(c) above)); and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same;</p> <p>(e) by way of first fixed charge:</p> <p>(i) the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (more particularly described in part 2 of schedule 1 below); and</p> <p>(ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Debenture (more particularly described at paragraph 1.1(e)(i) above)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>(f) by way of first fixed charge:</p> <p>(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;</p> <p>(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and</p> <p>(iii) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person at any time within the United Kingdom (not charged by clauses 4.1(f)(i) or 4.1(f)(ii) of the Debenture (more particularly described at paragraphs 1.1(f)(i) and 1.1(f)(ii) above) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;</p> <p>(g) by way of first fixed charge:</p> <p>(i) the Intellectual Property (if any) specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (more particular described in part 4 of schedule 1 below); and</p> <p>(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Debenture (more particularly in paragraph 1.1(g)(i) above));</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 of the Debenture (<i>Security assignments</i>), by way of first fixed charge such Assigned Asset;</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets; and</p>

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>(ii) the benefit of any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it;</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.</p> <p>(k) by way of first fixed charge:</p> <p>(i) the Championship Payments;</p> <p>(ii) the Premier League Payments;</p> <p>and all proceeds of any of the foregoing, provided that the parties hereto acknowledge that any charge pursuant to clause 4.1(k) of the Debenture (more particularly described in this paragraph 1.1(k)) shall be subject to the Football League Rules or the Premier League Rules, as applicable;</p> <p>(l) by way of first fixed charge, all other Receivables not assigned under clauses 4.2(a) or 4.2(b) of the Debenture (more particularly described at paragraphs 1.2(a) and (b) below); and</p> <p>(m) by way of first fixed charge, all claims under the Insurances and all proceeds of the Insurances (other than the Excluded Insurance Proceeds and provided that the proceeds of the Insurance shall be dealt with in accordance with the Senior Facilities Agreement).</p> <p>1.2 Security assignments</p> <p>The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;</p> <p>(b) each of the following:</p> <p>(i) each present and future Key-man Policy;</p> <p>(ii) all Insurances specified in part 6 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (more particular described in part 6 of schedule 1 below); and</p> <p>(iii) all other Insurances (not assigned by clauses 4.1(b)(i) or 4.1(b)(ii) of the Debenture (more particularly described in paragraphs 1.1(b)(i) and 1.1(b)(ii) above) (such assignment to be subject to the provisions of the Deed of Priority insofar as they affect the AIB Priority Assets),</p> <p>To the extent that any Assigned Asset described in clause 4.2 of the Debenture (more particularly described at paragraph 1.2 above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights, claims, title and interest of the Company in and to the Assigned Assets.</p> <p>2. Floating charge</p> <p>2.1 The Company charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first</p>

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	<p>fixed mortgage or charge or assigned pursuant to clause 4.1 (<i>Fixed charges</i>), clause 4.2 (<i>Security assignments</i>) of the Debenture (more particularly described at paragraphs 1.1 and 1.2 above) or any other provision of the Debenture; and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p>Note 1 - Restrictive Covenants</p> <p>1. The Company shall not do or agree to do any of the following without the prior written consent of the Security Agent:</p> <p>1.1 create or permit to subsist any Security or Quasi-Security on any Security Asset other than (i) as created by the Debenture, (ii) a Permitted Security or (iii) as permitted by the Senior Facilities Agreement; or</p> <p>1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (other than (i) a Permitted Disposal (as defined in the Senior Facilities Agreement) or (ii) a Permitted Transaction (as defined in the Senior Facilities Agreement) or (iii) as otherwise permitted by the Senior Facilities Agreement.</p> <p>2. The Company shall:</p> <p>2.1 not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement);</p> <p>2.2 not do, cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).</p> <p>3. The Company shall not, except with the prior written consent of the Security Agent (which shall not be unreasonably withheld or delayed) or as expressly permitted under the Senior Facilities Agreement:</p> <p>3.1 confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);</p> <p>3.2 confer on any person any right or licence to occupy any land or buildings forming part of the Real Property or acquired after the date of the Debenture; or</p> <p>3.3 grant any licence to assign or sub-let any part of the Real Property.</p> <p>4. The Company shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent (which shall not be unreasonably withheld or delayed).</p> <p>5. The Company shall not do, or permit to be done, anything as a result of which any lease is reasonably likely to be liable to forfeiture or otherwise be determined.</p>

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	<p>6. The Company shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Mandatory Prepayment Account unless expressly permitted to do so under the Senior Facilities Agreement (before the Senior Discharge Date) or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.</p> <p>7. The Company shall not nominate another person to enjoy or exercise all or any specified rights of the Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise (except as expressly permitted in a Finance Document).</p> <p>Note 2 - Receiver</p> <p>The Debenture contains the power to appoint a receiver and manager or administrative receiver of the whole or any part of the Security Assets ("Receiver").</p> <p>Note 3 - Power of Attorney</p> <p>The Debenture contains a power of attorney by way of security in favour of the Security Agent each Receiver and any Delegate.</p> <p>Definitions</p> <p>For the purposes of this form MG01, at all times the following terms have the following meanings:</p> <p>"Accession Deed" means an accession deed substantially in the form set out in schedule 6 of the Debenture (<i>Form of Accession Deed</i>);</p> <p>"Accession Letter" means a document substantially in the form set out in schedule 7 of the Senior Facilities Agreement;</p> <p>"Additional Borrower" means a company which becomes a Borrower in accordance with clause 28 of the Senior Facilities Agreement;</p> <p>"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 28 of the Senior Facilities Agreement (<i>Changes to the Obligors</i>) or guarantees the obligations of any member of the Group in respect of the Facilities to the Finance Parties;</p> <p>"Additional Obligor" means an Additional Borrower or an Additional Guarantor;</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;</p> <p>"Agent" means Barclays Bank PLC acting in its capacity as agent under the Senior Facilities Agreement;</p> <p>"AIB Priority Assets" means the following assets of the Group charged in favour of AIB Group (UK) plc (or its subsidiaries):</p> <ul style="list-style-type: none"> (a) all that freehold and leasehold property known as land and buildings at Startforth Road and Brignell Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1PS, Title Numbers CE104446, CE127861, CE125505, CE131658, CE137458 and CE88303; (b) all that freehold property known as Rockcliffe Farm, Hurworth on Tees, Title Number

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	<p>DU299700, together with the leasehold land and buildings at Rockliffe Park, Hurworth Place, Darlington and all other assets of Rockliffe Hall Limited (but not, for the avoidance of doubt, any other member of the Group) charged under the mortgage debenture dated 31 May 2007 granted by Rockliffe Hall Limited;</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility (whether dated before or after the date of the Senior Facilities Agreement);</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 of the Senior Facilities Agreement;</p> <p>"Ancillary Lender" means Barclays Bank PLC and Lloyds TSB Bank PLC and each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 of the Senior Facilities Agreement;</p> <p>"Arrangers" means Barclays Capital and Lloyds TSB Bank PLC in their capacities as Arrangers pursuant to the Senior Facilities Agreement;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Debenture (more particularly described in paragraph 1.2 above) (<i>Security assignments</i>);</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 of the Senior Facilities Agreement (<i>Changes to the Obligors</i>);</p> <p>"Business Loan Agreement" means a term loan agreement made between Bulkhaul Limited and Lloyds TSB Bank plc dated 30 September 2009;</p> <p>"Cash Collateral Accounts" means each:</p> <ul style="list-style-type: none"> (a) Mandatory Prepayment Account; and (b) Holding Account, <p>and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 to the Debenture (more particularly described in part 3 of schedule 1 below) (<i>Details of Security Assets</i>);</p> <p>"Championship League" means the Coca-Cola Championship League or any replacement thereof by whatever name;</p> <p>"Championship Payments" means all payments due from the Championship League to any Charging Company including without limitation, Television Income;</p> <p>"Charged Accounts" means each:</p> <ul style="list-style-type: none"> (a) Collection Account; (b) Cash Collateral Account; and (c) other account charged by or pursuant to the Debenture;

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	<p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p>"Charged Securities" means:</p> <ul style="list-style-type: none"> (a) the securities specified in part 2 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (more particularly described in part 2 of schedule 1 below); and (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "<i>investments</i>" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time, <p>provided that any shares held by a Charging Company in mfc.co.uk Limited, Teesside Insurance Consultants Limited, Teesside Financial Services Limited, the Premier League and the Football League shall not be deemed to be included in this definition of "Charged Securities" unless and until either (i) any consent to charging such shares is granted by any person whose consent is required, or (ii) any prohibition on charging such shares is lifted;</p> <p>"Charging Companies" means:</p> <ul style="list-style-type: none"> (a) each of the Company, The Gibson O'Neill Company Limited, Middlesbrough Football & Athletic Company Holdings Limited, Rockliffe Property Management Limited, Rockliffe Hall Leisure Limited, Rockliffe Hall Limited, Quinta Estates Limited, Middlesbrough Football & Athletic Company Limited, Bulkhaul Limited, Teesside Leasing Limited and Bulkhaul (International) Limited; and (b) any other company which accedes to the Debenture pursuant to an Accession Deed; <p>"Collection Account" means each Charging Company's:</p> <ul style="list-style-type: none"> (a) bank accounts as are maintained in compliance with the Senior Facilities Agreement; or (b) specially designated account(s) with the Security Agent (or such other account(s) with such other bank) as the Security Agent may from time to time direct, <p>(together with all additions to or renewals or replacements thereof (in whatever currency)), into which, under the terms of the Debenture, each Charging Company must immediately upon receipt pay all monies which it receives in respect of the Receivables, the Premier League Payments and the Championship Payments;</p> <p>"Commitment" means a Facility A Commitment or a Facility B Commitment;</p> <p>"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Original Borrowers and certain other members of the Group pursuant to which those members of the Group have made or will make available a facility to the Original Borrowers;</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 of the Senior Facilities Agreement;</p> <p>"Deed of Priority" means the deed of priority dated on or about the date of the Senior Facilities</p>

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	<p>Agreement entered into between AIB Group (UK) plc, the Original Lenders, the Security Agent, Bulkhaul Limited, Rockliffe Hall Limited and The Gibson O'Neill Company Limited;</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;</p> <p>"Disclosure Letter" means the letter of even date with the Senior Facilities Agreement from the Parent to the Agent on behalf of the Lenders;</p> <p>"Disposal" has the meaning given to that term in clause 9.2 of the Senior Facilities Agreement (<i>Disposal, Insurance and Recovery Proceeds</i>);</p> <p>"Excluded Insurance Proceeds" means any proceeds of an insurance claim:</p> <ul style="list-style-type: none"> (a) which do not exceed £250,000 in aggregate in any one Financial Year; or (b) which are applied to meet a third party claim; or (c) which are applied in the replacement, reinstatement and/or repair of the assets in respect of which the relevant insurance claim was made provided always that pending such application the relevant proceeds are held in a Holding Account; or (d) which relate to the AIB Priority Assets to the extent AIB Group (UK) plc is entitled to the same under the Deed of Priority; or (e) which relate to the assets funded by the Permitted HP (as defined in the Senior Facilities Agreement) to the extent no member of the Group is entitled to the same under the documents governing such Permitted HP, <p>and which the Agent is satisfied have been received and (in the case of paragraphs (ii) and (iii) above) are to be so applied;</p> <p>"Existing Security Documents" means the documents listed at paragraphs (j), (k), (l), (m), (n), (o), (p), (q), (r) and (s) of the definition of Permitted Security;</p> <p>"Facility" means Facility A or Facility B;</p> <p>"Facility A" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(i) of the Senior Facilities Agreement;</p> <p>"Facility A Commitment" means:</p> <ul style="list-style-type: none"> (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading <i>"Facility A Commitment"</i> in part 2 of schedule 1 of the Senior Facilities Agreement (<i>The Original Parties</i>) and the amount of any other Facility A Commitment transferred to it under the Senior Facilities Agreement; and (b) in relation to any other Lender, the amount in Sterling of any Facility A Commitment transferred to it under the Senior Facilities Agreement, <p>to the extent:</p> <ul style="list-style-type: none"> (i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement; and

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	<p>(ii) not deemed to be zero pursuant to clause 27.2 of the Senior Facilities Agreement (<i>Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates</i>);</p> <p>"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(ii) of the Senior Facilities Agreement;</p> <p>"Facility B Commitment" means:</p> <p>(a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "<i>Facility B Commitment</i>" in part 2 of schedule 1 of the Senior Facilities Agreement (<i>The Original Parties</i>) and the amount of any other Facility B Commitment transferred to it under the Senior Facilities Agreement; and</p> <p>(b) in relation to any other Lender, the amount in Sterling of any Facility B Commitment transferred to it under the Senior Facilities Agreement,</p> <p>to the extent:</p> <p>(i) not cancelled, reduced or transferred by it under the Senior Facilities Agreement; and</p> <p>(ii) not deemed to be zero pursuant to clause 27.2 of the Senior Facilities Agreement (<i>Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates</i>);</p> <p>"Fee Letter" means:</p> <p>(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arrangers and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 14 (<i>Fees</i>) of the Senior Facilities Agreement; and</p> <p>(b) any agreement setting out fees payable to a Finance Party under any other provision of this Agreement or any other Finance Document;</p> <p>"Finance Document" means the Senior Facilities Agreement, the Disclosure Letter, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, each Hedging Arrangement Document (including the Hedging Agreements), the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Loan Request and any other document designated as a "<i>Finance Document</i>" by the Agent and the Parent;</p> <p>"Finance Party" means the Security Agent, the Arrangers, the Agent, a Lender, a Hedge Counterparty or any Ancillary Lender;</p> <p>"Financial Year" means the annual accounting period of the Group ending on or about 31 December in each year;</p> <p>"Football League Rules" means the Articles of Association of The Football League Limited and the Regulations of The Football League Limited;</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being;</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 of the Senior Facilities Agreement (<i>Changes to the</i></p>

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	<p><i>Obligors</i>);</p> <p>"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the Intercreditor Agreement;</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge Counterparty whether prior to, on or after the date of the Senior Facilities Agreement which it is agreed shall, from its date or if later the date of the Senior Facilities Agreement, be for the purpose of hedging the liabilities and/or risks in relation to the Facilities in accordance with the Hedging Principles, and which is entered into or confirmed as applicable in accordance with clause 24.34 of the Senior Facilities Agreement (<i>Conditions subsequent</i>);</p> <p>"Hedging Arrangement Document" means each master agreement, confirmation, schedule or other agreement entered into or to be entered into by a member of the Group and a Hedge Counterparty for the purpose of hedging the liabilities and/or risks in relation to interest rates and currency exchanges, including the Hedging Agreements;</p> <p>"Hedging Principles" means that the interest rate liabilities of the Borrowers in relation to, the Facilities shall be hedged in a principal amount of not less than 66% of the aggregate of the Total Facility A Commitments and the Total Facility B Commitments, with the Original Lenders pro rata to their respective proportions of the Total Commitments and in accordance with the Intercreditor Agreement and such other principles as may be agreed in writing between the Agent (acting on the instructions of all the Lenders) and the Parent on or after the date of the Senior Facilities Agreement;</p> <p>"Holding Account" means an interest bearing account:</p> <ul style="list-style-type: none"> (a) held in the United Kingdom by an Obligor with the Agent or Security Agent; (b) identified in a letter between the Parent and the Agent as a Holding Account; and (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent, <p>(as the same may be redesignated, substituted or replaced from time to time);</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation:</p> <ul style="list-style-type: none"> (a) all present and future Key-man Policies; and (b) the policies of insurance (if any) specified in part 6 of schedule 1 of the Debenture (more particularly described in part 6 of schedule 1 below) (<i>Details of Security Assets</i>)); <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to:</p>

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	<p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist),</p> <p>(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 of the Debenture (more particularly described in part 4 of schedule 1 below) (<i>Details of Security Assets</i>));</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Senior Facilities Agreement and made between the Parent, the Obligors, the Security Agent, the Agent, the Arrangers, the Lenders and certain others;</p> <p>"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by any of the Bulkhaul Limited, the Company or the Parent in respect of the death, disability and critical illness of the following individuals and in not less than the following respective amounts and terms:</p> <table><tr><th>Name of Individual</th><th>Amount - Life (£)</th><th>Amount - Critical Illness (£)</th><th>Term</th></tr><tr><td>Steve Gibson</td><td>£5,000,000</td><td>2,000,000</td><td>5 years</td></tr><tr><td>Michael O'Neill</td><td>£3,000,000</td><td>2,000,000</td><td>5 years</td></tr></table> <p>and any substitute or replacement policy entered into relating to the same;</p> <p>"Lender" means:</p> <p>(a) Barclays Bank PLC and Lloyds TSB Bank Plc acting as Original Lenders pursuant to the Senior Facilities Agreement; and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 26 of the Senior Facilities Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement;</p> <p>"Loan Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 of the Senior Facilities Agreement (<i>Requests</i>);</p> <p>"Mandatory Prepayment Account" means an interest-bearing account:</p> <p>(a) held in the United Kingdom by a Borrower with the Agent or Security Agent;</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and</p>	Name of Individual	Amount - Life (£)	Amount - Critical Illness (£)	Term	Steve Gibson	£5,000,000	2,000,000	5 years	Michael O'Neill	£3,000,000	2,000,000	5 years
Name of Individual	Amount - Life (£)	Amount - Critical Illness (£)	Term										
Steve Gibson	£5,000,000	2,000,000	5 years										
Michael O'Neill	£3,000,000	2,000,000	5 years										

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time);</p> <p>"Obligor" means a Borrower or a Guarantor;</p> <p>"Original Borrowers" means the Company and Bulkhaul Limited;</p> <p>"Original Guarantor" means each of the Company, The Gibson O'Neill Company Limited, Middlesbrough Football & Athletic Company Holdings Limited, Rockliffe Property Management Limited, Rockliffe Hall Leisure Limited, Rockliffe Hall Limited, Quinta Estates Limited, Middlesbrough Football & Athletic Company Limited, Middlesbrough Bulkhaul Limited, Teesside Leasing Limited and Bulkhaul (International) Limited;</p> <p>"Original Lenders" means Barclays Bank PLC and Lloyds TSB Bank Plc in their capacities as Original Lenders pursuant to the Senior Facilities Agreement;</p> <p>"Parent" means The Gibson O'Neill Company Limited;</p> <p>"Permitted Accounts" means the accounts which are permitted under the Senior Facilities Agreement;</p> <p>"Permitted Security" means (to the extent not otherwise permitted):</p> <ul style="list-style-type: none"> (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group; (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender or in respect of Permitted Accounts in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group; (c) any Security arising under any retention of title arrangements in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group; (d) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal (as defined in the Senior Facilities Agreement); or (e) any Security or Quasi-Security arising as a consequence of any "Permitted HP" (as defined in the Senior Facilities Agreement); (f) a legal mortgage granted by Bulkhaul dated 18 June 2007 over land and buildings at Startforth Road and Brignell Road in favour of AIB Group (UK) p.l.c.; (g) a mortgage granted by Rockliffe Hall Limited dated 31 May 2007 over Rockliffe Farm in favour of AIB Group (UK) p.l.c.; (h) a mortgage debenture granted by Rockliffe Hall Limited dated 31 May 2007 in favour of AIB Group (UK) p.l.c.; (i) a chattel mortgage granted by Bulkhaul Limited dated 24 September 2003 in favour of









Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>Lombard North Central plc;</p> <p>(j) a debenture granted by Bulkhaul Limited dated 11 November 2003 in favour of Lloyds TSB Bank plc;</p> <p>(k) a debenture granted by Bulkhaul Limited dated 14 June 1996 in favour of Barclays Bank PLC;</p> <p>(l) a fixed and floating security document granted by the Parent dated 7 March 2007 in favour of Barclays Bank PLC (as agent);</p> <p>(m) a fixed and floating charge granted by Middlesbrough Football and Athletic Company Holdings Limited dated 7 March 2007 in favour of Barclays Bank PLC (as agent);</p> <p>(o) fixed and floating charges granted by the Company over Riverside Stadium and Training Grounds dated 23 December 1999 in favour of Barclays Bank PLC (as agent);</p> <p>(p) a legal charge granted by Bulkhaul Limited dated 14 June 1996 over land at Brighall Road in favour of Barclays Bank PLC;</p> <p>(q) a legal charge granted by Bulkhaul Limited dated 14 June 1996 over land at Brignall Road in favour of Barclays Bank PLC;</p> <p>(r) a legal charge granted by Bulkhaul Limited dated 14 June 1996 over land to the west of 40 Foot Road in favour of Barclays Bank PLC;</p> <p>(s) a legal charge granted by Bulkhaul Limited dated 14 June 1996 over land and buildings at the junction of Brignall Road and Startforth Road in favour of Barclays Bank PLC;</p> <p>(t) a fixed charge granted by the Company over a media and commercial rights agreement dated 24 March 2007 in favour of Barclays Bank PLC (as agent);</p> <p>(u) a legal mortgage dated 17 October 2008 over 67 Beach Road, Singapore 189688, Singapore granted by Bulkhaul (Singapore) Pte Limited in favour of Standard Chartered Bank;</p> <p>(v) a charge of deposit granted by the Parent in favour of Kleinwort Benson (Channel Islands) Limited over a deposit of £575,000 held in account number 0325456 with Kleinwort Benson (Channel Islands) Limited;</p> <p>(w) any netting or set-off arrangement entered into with any member of the Group under a Permitted Guarantee (as defined in the Senior Facilities Agreement);</p> <p>(x) any Security granted pursuant to a further assurance provision contained in any Permitted Security in respect of the AIB Priority Assets or the Equipment (as such term is defined in the Business Loan Agreement) provided, in each case, such Security is subject to the Deed of Priority or the Intercreditor Agreement;</p> <p>(y) a chattel mortgage granted by Bulkhaul Limited dated on or about the date of the Business Loan Agreement in favour of Lloyds TSB Bank plc;</p> <p>(z) a deed of charge over credit balances granted by Teesside Insurance Consultants Limited dated 30 December 2002 in favour of Barclays Bank PLC;</p>







Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>(aa) a debenture granted by Teesside Leasing Limited dated 19 October 1992 in favour of Lloyds TSB Bank plc;</p> <p>(bb) a debenture granted by Teesside Leasing Limited dated 25 March 1993 in favour of Lloyds TSB Bank plc;</p> <p>(cc) a debenture granted by Teesside Insurance Consultants Limited dated 27 December 2002 in favour of Barclays Bank PLC;</p> <p>(dd) a legal charge of Teesside Insurance Consultants Limited dated 25 February 2002 over 239 Linthorpe Road, Middlesbrough in favour of Barclays Bank PLC;</p> <p>(ee) a legal mortgage dated 17 October 2008 over 67 Beach Road, Singapore 189688, Singapore granted by Bulkhaul (Singapore) Pte Limited in favour of Standard Chartered Bank; and</p> <p>(ff) a legal mortgage dated 24 April 2009 over the property known as Chateau St Laurent, Le Mont Cambrai, St Lawrence, Jersey granted by Montagne Holdings Limited in favour of Kleinwort Benson (Channel Islands) Limited;</p> <p>"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;</p> <p>"Premier League" means the Barclays Premier League or any replacement thereof by whatever name;</p> <p>"Premier League Payments" means all payments due from the Premier League to any Charging Company, including without limitation Television Income;</p> <p>"Premier League Rules" means The Rules of the Premier League;</p> <p>"Quasi-Security" has the meaning given to that term in clause 24.12 of the Senior Facilities Agreement (<i>Negative pledge</i>);</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or at any time thereafter belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 of the Debenture (<i>Details of Security Assets</i>) (more particularly described in part 1 of schedule 1 below) but excluding Rowallene Gardens), together with:</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof;</p> <p>(c) all proceeds of sale of that property; and</p> <p>(d) the benefit of all covenants given in respect thereof;</p>



Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <ul style="list-style-type: none"> (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and (b) all proceeds of any of the foregoing; <p>"Related Rights" means, in relation to any Charged Security:</p> <ul style="list-style-type: none"> (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; <p>"Relevant Contract" means each Hedging Agreement and each agreement specified as a "Material Contract" (if any) in (i) part 5 of schedule 2 (more particularly described in part 5 of schedule 1 below) (<i>Details of Security Assets</i>) of the Debenture or (ii) part 5 of schedule 1 to any Accession Deed together with each other agreement supplementing or amending or novating or replacing the same;</p> <p>"Resignation Letter" means a letter substantially in the form set out in schedule 8 of the Senior Facilities Agreement;</p> <p>"Rowallene Gardens" means the property known as 11 Rowallene Gardens, Ingleby Barwick, Stockton-on-Tees registered at the Land Registry with title number CE128197;</p> <p>"Secured Parties" means each Finance Party from time to time, any Receiver or Delegate;</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture (save those property and assets expressly released in writing by the Security Agent from time to time);</p> <p>"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests</i>) of the Senior Facilities Agreement given in accordance with clause 12 (<i>Interest Periods</i>) of the Senior Facilities Agreement;</p> <p>"Senior Debt" means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any member of the Group to any Finance Party under or pursuant to any Finance Document, together with all interest on it and all costs, charges and expenses due, owing or incurred under or in connection with any Finance Document;</p> <p>"Senior Discharge Date" means the date on which all of the Senior Debt has been irrevocably paid and discharged in full and all Commitments of the Lenders have been cancelled and all obligations</p>

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge
	<p>of the Hedge Counterparties under the Hedging Arrangement Documents and the Ancillary Lenders under the Ancillary Documents (and Security granted in respect of such Ancillary Facilities has been terminated);</p> <p>"Senior Facilities Agreement" means the senior sterling term facilities agreement dated on or around the date hereof and made between (1) The Gibson O'Neill Company Limited as Parent, (2) Bulkhaul Limited as Bulkhaul, (3) the Company as the Club, (4) the companies listed in part 1 of schedule 1 to it as Original Borrowers (including the Company), (5) the companies listed in part 1 of schedule 1 to it as Original Guarantors (including the Company), (6) the Arrangers, (7) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (8) the Agent, (9) the Security Agent and (10) Barclays Bank PLC and Lloyds TSB Bank Plc as Original or Ancillary Lenders, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;</p> <p>"Sterling" and "£" means the lawful currency of the United Kingdom;</p> <p>"Subsidiary" of a company or corporation means any company or corporation:</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation; <p>and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;</p> <p>"Television Income" means all income and revenue paid to any Charging Company relating to the broadcasting of matches on television (including terrestrial, digital and satellite television in the UK or abroad).</p> <p>"Total Commitments" means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments being £77,000,000 at the date of the Senior Facilities Agreement;</p> <p>"Total Facility A Commitments" means the aggregate of the Facility A Commitments, being £62,191,500 at the date of the Senior Facilities Agreement;</p> <p>"Total Facility B Commitments" means the aggregate of the Facility B Commitments, being £14,808,500 at the date of the Senior Facilities Agreement;</p> <p>"Transaction Security Documents" means each of:</p> <ul style="list-style-type: none"> (a) the Debenture and the Intercreditor Agreement; (b) any security documents required by the Agent executed by the proposed Additional Obligor; (c) the deed of assignment in form and substance satisfactory to the Agent and the Security Agent entered into by the Parent in favour of the Security Agent in relation to each Key-man Policy, <p>together with any other document entered into by any Obligor (whether before or after the date of</p>

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge																
	<p>this Agreement and including the Existing Security Documents) creating or expressed to create any Security in favour of any Finance Party (whether as a Lender, an Ancillary Lender or otherwise) in relation to the obligations of any Obligor under any Finance Document including any Ancillary Document;</p> <p>"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.</p> <p style="text-align: center;">SCHEDULES TO THE DEBENTURE</p> <p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">Details of Security Assets</p> <p style="text-align: center;">Part 1 - Real Property</p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="4" style="text-align: center;">Registered land</th> </tr> <tr> <th style="width: 25%;">Charging Company</th><th style="width: 30%;">Address</th><th style="width: 20%;">Administrative Area</th><th style="width: 25%;">Title number</th></tr> </thead> <tbody> <tr> <td>Middlesbrough Football & Athletic Company (1986) Limited</td><td>Rockliffe Park, Hurworth Place, Darlington</td><td>Darlington</td><td>DU210343</td></tr> <tr> <td>Middlesbrough Football & Athletic Company (1986) Limited</td><td>The Riverside Stadium, Middlesbrough TS3 6RS</td><td>Middlesbrough</td><td>CE142649</td></tr> </tbody> </table> <p style="text-align: center;">Part 2 - Charged Securities</p> <p style="text-align: center;">None</p> <p style="text-align: center;">Part 3 - Charged Accounts</p> <p style="text-align: center;">None</p>	Registered land				Charging Company	Address	Administrative Area	Title number	Middlesbrough Football & Athletic Company (1986) Limited	Rockliffe Park, Hurworth Place, Darlington	Darlington	DU210343	Middlesbrough Football & Athletic Company (1986) Limited	The Riverside Stadium, Middlesbrough TS3 6RS	Middlesbrough	CE142649
Registered land																	
Charging Company	Address	Administrative Area	Title number														
Middlesbrough Football & Athletic Company (1986) Limited	Rockliffe Park, Hurworth Place, Darlington	Darlington	DU210343														
Middlesbrough Football & Athletic Company (1986) Limited	The Riverside Stadium, Middlesbrough TS3 6RS	Middlesbrough	CE142649														

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge					
Part 4 - Intellectual Property						
Part 4A - Trade marks						
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text	Representation of Mark	
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	1316088	Status - Registered	16	MIDDLESBROUGH 1986 FOOTBALL CLUB		
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	1316089	Status - Registered	25	MIDDLESBROUGH 1986 FOOTBALL CLUB		
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	1316090	Status - Registered	28	MIDDLESBROUGH 1986 FOOTBALL CLUB		
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	1406040	Status - Registered	26	MIDDLESBROUGH FOOTBALL CLUB 1986		
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	2167894	Status - Registered	14, 16, 18, 24, 25, 26, 27, 28	MFC	 	
Middlesbrough Football & Athletic Co. (1986) Limited/0555922 001	2167951	Status - Registered	14, 16, 18, 24, 25, 26, 27, 28	MFC	 	

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge					
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2383860	Status - Registered	14, 16, 18, 24, 25, 28	mfc.uk	N/A
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2411052	Status - Registered	41	EA The Enterprise Academy	
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2411053	Status - Registered	41	EA The Enterprise Academy	
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2449835	Status - Registered	06, 09, 14, 16, 17, 18, 20, 21, 24, 25, 26, 27, 28, 32, 41	MIDDLESBROUGH FOOTBALL CLUB 1876	
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2509350	Status - Awaiting advert	06, 08, 09, 11, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 41, 43	MFC Official	
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2509358	Status : Advertised	06, 08, 09, 11, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 41, 43	MFC	
	Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2509371	Status - Awaiting advert	06, 08, 09, 11, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 41, 43	1876	

Short particulars	MG01 - Continuation page Particulars of a mortgage or charge					
Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2509376	Status - Awaiting advert	08, 11, 19, 29, 30, 33, 35, 36, 39, 43	MIDDLESBROUGH FOOTBALL 1876 CLUB		
Middlesbrough Football & Athletic Co. (1986) Limited/0861802 001	2509878	Status - Awaiting advert	06, 08, 09, 11, 14, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 41, 43	None		
Part 5 - Material Contracts						
None						
Part 6 - Insurances						
Charging Company	Insurer	Policy number	Policy Type	LPJA / Interest Noted		
Middlesbrough Football & Athletic Company (1986) Limited	CNA & Tokio Marine via Bluefin inc SBJ UK Limited	774SBSP433187 A05	Commercial Combined - property insurance	Interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	Zurich Commercial	EW335146	Engineering Computer Breakdown	Interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	Royal Sun Alliance	RTT3472	Motor Fleet	Interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	Aviva	46STB1990344	Motor - Agricultural Vehicle/tractor	Interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	QBE via Willis Professional Risks	7088726M/WCN 08222153	Motor - minibus	Interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	ACE Europe	UKBBS02160	Business Travel - Managers, executives, scouts and club officials travelling on business outside the UK	No interest noted		
Middlesbrough Football & Athletic Company (1986) Limited	Equity Red Star	PAT 00003385 05	Personal Accident & Travel - Junior team & Stewards	No interest noted		

Short particulars	MG01 - Continuation page				
	Particulars of a mortgage or charge				
	Middlesbrough Football & Athletic Company (1986) Limited	Plant Inspection Services	M090	Statutory Engineering Inspection	No interest noted
	Middlesbrough Football & Athletic Company (1986) Limited	Hiscox	HU P16 1357471(2)	Directors & Officers Liability	No interest noted
	Middlesbrough Football & Athletic Company (1986) Limited	Tokio Marine Europe Insurance Company	UK5064620300L I	Football League – centrally purchased employers & public liability cover	No interest noted
	Middlesbrough Football & Athletic Company (1986) Limited	DAS Legal Expenses Insurance Company Limited	TT8/5202895	Football League – centrally purchased legal expenses cover	No interest noted
	Middlesbrough Football & Athletic Company (1986) Limited	Aviva Insurance UK Limited QBE Insurance (Europe) Limited Royal & Sun Alliance Insurance Company	22500619/9	Football League – centrally purchased Players Personal Accident Cover	No interest noted
	Middlesbrough Football & Athletic Company (1986) Limited	Royal & Sun Alliance Insurance Company	PA04259465	Football League – centrally purchased Personal Accident for academies & centres of excellence	No interest noted
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MG01

Particulars of a mortgage or charge

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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 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 D A Piper UK Ltd x

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

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MG01

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	Richard Normington
Company name	DLA Piper UK LLP
Address	Princes Exchange
	Princes Square
Post town	Leeds
County/Region	West Yorkshire
Postcode	L S I 4 B Y
Country	
DX	12017 LEEDS
Telephone	08700 111 111

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1947851
CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 NOVEMBER
2009 AND CREATED BY MIDDLESBROUGH FOOTBALL &
ATHLETIC COMPANY (1986) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH PRESENT AND
FUTURE MEMBER OF THE GROUP TO THE SECURITY AGENT
AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM)
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 17 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 NOVEMBER
2009

Ox
28.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES