

MG01

129922/13

Particulars of a mortgage or charge



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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  
particulars of a charge for a  
company. To do this, please  
form MG01s

WEDNESDAY



\*LREZ616J\*

LD6

10/03/2010

16

COMPANIES HOUSE

1

**Company details**

Company number 0 4 0 3 2 3 9 2

Company name in full The Hull City Association Football Club (Tigers) Limited  
(the "Company")

For official use

→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation/ d0 d5 m0 m3 y2 y0 y1 y0

3

**Description**

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

Description Deed of Assignment relating to certain receivables between the Company  
(1) and Investec Bank Plc ("Investec") (2) (the "Deed of Assignment")

4

**Amount secured**

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

Amount secured 07 All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other  
capacity whatsoever) of the Company to Investec (whether under or  
pursuant to the Deed of Assignment, the Facility Letter or each of  
the Security Documents or otherwise) ("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	Investec Bank Plc
Address	2 Gresham Street
	London
Postcode	E C 2 V 7 Q 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

The Company, with full title guarantee, assigns to Investec absolutely all rights and interests which now or at any later time it has to, in or in connection with, the Assigned Rights

Positive Undertakings

The Company will: (a) promptly and diligently perform and observe its obligations and commitments to the Premier League; (b) promptly and diligently perform and observe its obligations and commitments to Investec pursuant to the Transaction Documents, (c) notify Investec, as soon as the Company becomes aware of the same, of (i) any act, omission, event or other matter which would (or would, with the passage of time) entitle the Premier League to suspend the Company in accordance with the Rules, (ii) any failure by the Company to pay a Football Creditor or HMRC the full amount payable to such Football Creditor or HMRC on the due date for payment, (iii) the occurrence of any event of default (as defined in the Facility Letter) under any of the Transaction Documents or (iv) any failure by the Company to make any payment in accordance with Rules, due to any creditor, club or person of any kind described in the Rules.

Negative Undertakings

The Company will not, without Investec's prior written consent (a) do or permit any act or thing whereby the payment of the Receivables by the Premier League would or might reasonably be expected (in Investec's opinion) to be delayed, prevented or impeded, or (b) take or omit to take any action the taking or omission of which would or might reasonably be expected (in Investec's opinion) to impair Investec's interest in the Receivables.

The Company shall not do or fail to do or cause or permit another person to do or omit to do anything which is liable to jeopardise the effectiveness or priority, in relation to the Assigned Rights, of any Security Interest created by the Deed of Assignment.

The Deed of Assignment also contains covenants by the Company not to (a) create or permit to subsist any Security Interest over the Assigned Rights or any right relating to the Assigned Rights (save for those which are the subject of the Deed of Assignment) or (b) sell or otherwise dispose of the Assigned Rights or any right relating to the Assigned Rights

# MG01

## 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

### 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 *Bernie Leighton Partner UP* X

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

# 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 Michael Savva

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country United Kingdom

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## 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><u>Definitions in this form MG01</u></p> <p>"Amendment Letter" means the second amendment to the Facility Letter entered into between the Company and Investec on 3 March 2010</p> <p>"Assigned Rights" means the whole benefit of and all the right, title and interest, present and future, in and to the Receivables</p> <p>"Facility Letter" means the facility letter entered into by Investec (as lender) and the Company (as borrower) dated 13 July 2009, as amended and restated by an amendment letter between Investec and the Company and dated 29 November 2009, as further amended and restated by the Amendment Letter, and as further amended and restated from time to time</p> <p>"Football Creditors" means each of the creditors referred to in rule 48 of the Rules</p> <p>"HMRC" means HM Revenue and Customs</p> <p>"Premier League" means The Football Association Premier League Limited (or combination of association football clubs comprising the clubs known as the FA Premier League, or any replacement thereof by whatever name)</p> <p>"Receivables" means all amounts (including VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired or received by the Company from the Premier League or the 2009/2010 association football season in relation to all fee payments under rules C 34, C 36, C 38, C.40 and C 43 of the Rules and which are due to be paid to Investec in August 2010.</p> <p>"Rules" means the rules from time to time in effect between the Premier League and its members</p> <p>"Security Documents" means (a) a debenture over all of the assets of the Company incorporating an assignment of the Company's right, title and interest to all monies due or owing in relation to all receivables (including broadcasting receivables) from the Premier League for the 2009/2010 association football season in relation to all fee payments under rules C 34, C.36, C 38, C 40 and C 43 of the Rules (the "Debenture") (b) a guarantee from Russell Derek Bartlett to Investec dated 13 July 2009 (the "Guarantee"), (c) a letter from Russell Derek Bartlett confirming that Investec may continue to rely upon the Guarantee in respect of the loan facility made available to the Company under the terms of the Facility Letter, (d) the Deed of Assignment, (e) a deed of amendment and restatement relating to the Deed of Priority dated 23 December 2009 between the Company, Investec, Barclays Bank Plc and Russell Derek Bartlett, (f) the Waiver Letters and any other document that Investec may reasonably require</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p> <p>"Transaction Documents" means the Deed of Assignment, the Facility Letter and each of the Security Documents</p> <p>"Waiver Letter" means waiver letters in favour of Investec of the following charges given by the Company in as far as they relate to the Assigned Rights</p> <p>(a) Guarantee and Debenture in favour of Barclays Bank Plc dated 23 December 2009, and</p> <p>(b) Debenture in favour of Russell Derek Bartlett dated 23 December 2009</p>	

# MG01 - continuation page

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



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

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

COMPANY NO. 4032392  
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 5  
MARCH 2010 AND CREATED BY THE HULL CITY ASSOCIATION  
FOOTBALL CLUB (TIGERS) LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
INVESTEC BANK PLC 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 10 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2010

*DX. Seb.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES