



Registration of a Charge

Company name: **BIRMINGHAM CITY FOOTBALL CLUB PLC**

Company number: **00027318**



X4CC0JU6

Received for Electronic Filing: **24/07/2015**

Details of Charge

Date of creation: **17/07/2015**

Charge code: **0002 7318 0029**

Persons entitled: **HSBC BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JENNA POULTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 27318

Charge code: 0002 7318 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2015 and created by BIRMINGHAM CITY FOOTBALL CLUB PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2015 .

Given at Companies House, Cardiff on 27th July 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

17 July

2015

(1) BIRMINGHAM CITY FOOTBALL CLUB PLC

- and -

(2) HSBC BANK PLC

**CHARGE OVER BANK
ACCOUNT**

We certify this document as a true copy of the original

Date: 21 July 2015
EVERSHEDS LLP *Eversheds LLP*

HSBC 

HSBC Bank plc

THIS DEED is made on

17 July

2015

BETWEEN

- (1) **BIRMINGHAM CITY FOOTBALL CLUB PLC** a company incorporated in England & Wales (registered number 00027318) whose registered office is at St Andrews Stadium, Small Heath, Birmingham, B9 4NH (the **Borrower**); and
- (2) **HSBC BANK PLC** (the **Lender**).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Balance means in respect of any account all monies standing to the credit of that account; and:

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account; and
- (c) all rights to repayment of any of the same;

Affiliate means a Subsidiary of a company, a Holding Company of that company or any other Subsidiary of that Holding Company;

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Charged Accounts means all bank accounts expressed to be charged pursuant to this Deed;

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities and shall include all trades conducted thereunder;

Holding Company has the meaning given in section 1159 of the Companies Act 2006;

Interest Rate means the rate of interest payable on any facility secured by the Security;

Receiver means a receiver and/or manager of any or all of the Borrower's assets appointed by the Lender under the Security;

Secured Liabilities means all monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Borrower to the Lender (including any under any Hedging Agreement);

Security means the Security Interests created or intended to be created by or pursuant to this Deed;

Security Assets means all the Borrower's assets from time to time the subject of Security;

Security Interest means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

Subsidiary has the meaning given in section 1159 of the Companies Act 2006.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) **the Lender** shall be construed to include its successors in title, permitted assigns and permitted transferees;
 - (iii) **a disposal** includes a licence, transfer, sale or other disposal of any kind;
 - (iv) **includes or including** shall be read and construed as including the phrase **without limitation**;
 - (v) **this Deed** or any other agreement or instrument is a reference to this Deed, or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Borrower's obligations or provides for further advances);
 - (vi) **a provision of law** is a reference to that provision as amended or re-enacted; and
 - (vii) **the singular** includes the plural and vice versa.
- (b) When any provision of this Deed refers to an approval or consent by the Lender that provision shall be construed so as to require that consent or approval to be given in writing.
- (c) Where the Borrower includes two or more entities a reference to the Borrower shall mean to each of the entities severally as well as all of the entities jointly.
- (d) References to clauses and paragraphs are to be construed, unless otherwise stated, as references to clauses and paragraphs of this Deed.
- (e) Clause headings are for ease of reference only and shall not affect the construction of this Deed.
- (f) If the Lender reasonably considers that an amount paid by the Borrower is capable of being avoided or otherwise set aside on the bankruptcy, liquidation or administration of the Borrower, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.3 Third party rights

Only a Receiver has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 Delivery

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this Deed shall take effect as a deed notwithstanding the fact that the Lender may only execute this Deed under hand.

2. COVENANT TO PAY

2.1 Covenant to pay

The Borrower shall pay or discharge each of the Secured Liabilities when the same fall due for payment.

2.2 Further advances

This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.

2.3 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate that is two per cent above the Interest Rate from time to time.
- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender considers are appropriate.

3. SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the discharge of the Secured Liabilities.

3.2 Charged accounts

The Borrower charges and agrees 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:

- (a) by way of first fixed charge, the blocked accounts of the Borrower held with the Lender as detailed in *schedule 1* and the Account Balances in respect of such accounts, together with all additions or renewals or replacements or redesignations of such accounts (in whatever currency) and all investments made out of the same and all rights, benefits and proceeds in respect of such accounts (including interest and rights to repayment of any monies standing to the credit of such accounts).

3.3 Notice of Security

- (a) This Deed constitutes notice to the Lender of the Security but this shall not prohibit the Lender from exercising any right of set-off against any Account Balance or otherwise enforcing this Deed.
- (b) The Borrower must give notice of the grant of the Security to each institution with whom any Charged Accounts are held which is not also the Lender in the form set out in the *schedule 2 (Form of notice of charge of bank accounts)* and it shall use its reasonable endeavours to procure that the recipient of each notice acknowledges it in writing.

4. DEPOSIT CONDITIONS

4.1 Non-assignability

None of the Account Balances or any of the Charged Accounts and the rights and benefits relating thereto are capable of being assigned to any third party or being the subject of any Security Interest except with the prior written consent of the Lender.

4.2 Overriding provisions of this Deed

If there is any inconsistency between the terms on which all or any part of any Account Balance may have been deposited and any provision of this Deed, the provisions of this Deed shall prevail.

4.3 Interest on the Account Balance

- (a) Interest will accrue on the monies standing to the credit of the Charged Accounts at a rate as may be determined from time to time by the Lender in its discretion.
- (b) Interest shall be credited to the Charged Accounts at such times as the Lender shall determine.

5. REPRESENTATIONS

5.1 General

The Borrower makes the representations and warranties set out in this clause 5 (*Representations*) to the Lender on the date of this Deed and on each day the Secured Liabilities are outstanding.

5.2 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

5.3 Binding obligations

- (a) Its obligations in this Deed are legal, valid, binding and enforceable obligations.
- (b) The Security Interests which this Deed purports to create are valid and effective and are not liable to be avoided or otherwise set aside on its liquidation or administration.

5.4 Non-conflict with other obligations

The entry into and performance by it of its obligations under this Deed and the granting of the Security do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.5 Power and authority

- (a) It has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the grant of the Security.
- (b) No limit on its powers will be exceeded as a result of the grant of the Security.

5.6 Validity and admissibility in evidence

- (a) All Authorisations required or desirable to enable it lawfully to enter into, and comply with its obligations under this Deed and to grant the Security have been obtained or effected and are in full force and effect.
- (b) All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

5.7 Solvency

As at the date of this Deed it is able to meet its debts as they fall due and is not deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any analogous provision in any relevant jurisdiction.

5.8 Security

No Security Interest exists over any of the Security Assets other than as permitted by this Deed.

5.9 Ranking

The Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security Interest.

5.10 Title to assets

It is the sole legal and beneficial owner of the Security Assets.

5.11 Centre of main interest and establishments

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the Regulation), its "*centre of main interest*" (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "*establishment*" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

6. GENERAL UNDERTAKINGS

6.1 Negative pledge

The Borrower shall not create or permit to subsist any Security Interest over any Security Asset without the consent of the Lender.

6.2 No disposals

Unless the Lender consents, the Borrower shall not make any disposal of its assets that are mortgaged, charged or assigned to the Lender by this Deed even if the disposal is involuntary.

6.3 Covenants and payments

The Borrower must:

- (a) observe and perform all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Security Assets and on the Lender's reasonable request produce evidence to satisfy the Lender that it is complying with this obligation;
- (b) not permit any breach of any bye-laws, other laws and regulations affecting any of the Security Assets; and
- (c) pay or procure the payment of all taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable in respect of any of the Security Assets.

6.4 Enforcement of rights

The Borrower must at its cost use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Lender may require from time to time.

6.5 No withdrawals

The Borrower shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of any Account Balance without the prior written consent of the Lender.

7. FURTHER ASSURANCE

The Borrower shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:

- (a) giving effect to, perfecting or protecting the Security;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver; or
- (d) perfecting any Security over any assets acquired by the Borrower after the date of this Deed.

8. ENFORCEMENT

8.1 Remedying defaults

The Lender or a Receiver may (but is not obliged to) take any action to remedy a failure by the Borrower to observe and perform the provisions of this Deed at the Borrower's cost.

8.2 Timing of enforcement

- (a) The Secured Liabilities are deemed to have become due on the date of this Deed.
- (b) The Security shall become enforceable on the earlier of:
 - (i) the date the Lender demands repayment of any of the Secured Liabilities;
 - (ii) the date the Borrower breaches a provision of this Deed or any document evidencing the facilities to which the Secured Liabilities relate; or

(iii) the Borrower's request.

(c) Neither section 93(1) nor section 103 of the Law of Property Act 1925 shall apply to this Deed.

8.3 Powers of the Lender

(a) At any time after the Security becomes enforceable or if requested by the Borrower, the Lender may without further notice (unless required by law):

(i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

(ii) appoint or apply for the appointment of any person who is appropriately qualified as the Borrower's administrator; and/or

(iii) exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.

(b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets which are subject to Security which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 or anything done with a view to obtaining such a moratorium.

8.4 No liability

Neither the Lender nor any Receiver shall be liable as a mortgagee in possession or otherwise to account in relation to the Security Assets for any loss on realisation or for any other default or omission. No exercise of the right in clause 8.1 (*Remedying defaults*) shall render the Lender or a Receiver a mortgagee in possession.

9. RECEIVER

9.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

9.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

9.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

9.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Liabilities shall be capable of being applied by the Lender in discharge of the Secured Liabilities.

9.5 Borrower's agent

Any Receiver shall be the Borrower's agent and the Borrower shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall not incur any liability (either to the Borrower or to any other person) by reason of the appointment of a Receiver or for any other reason.

10. POWERS OF RECEIVER

10.1 General powers

- (a) Any Receiver shall have:
 - (i) all the powers which are conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;
 - (ii) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
 - (iii) all powers which are conferred by any other law conferring power on receivers.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the Borrower's obligations under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards that satisfaction of the Secured Liabilities.
- (c) For the purpose of clause 10.1(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

10.2 Additional powers

In addition to the powers referred to in clause 10.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (c) to sell or concur in selling or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Law of Property Act 1925, and, without limitation:
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (d) to carry out any sale or other disposal of all or any part of the Security Assets by conveying, transferring or assigning the same in the Borrower's name and, for that purpose, to enter into covenants and other contractual obligations in the Borrower's name and so as to bind the Borrower;
- (e) to take any such proceedings in the Borrower's name as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (f) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (g) to form one or more subsidiaries of the Borrower and to transfer to any such subsidiary all or any part of the Security Assets; and
- (h) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the Borrower's name for any of the above purposes.

10.3 Limitation

- (a) The Lender may in the instrument by which a Receiver is appointed limit the powers of the Receiver.
- (b) The Receiver shall be under no duty to the Borrower to exercise any power he may have and shall not incur any liability to the Borrower either by virtue of the exercise of such powers or by virtue of a failure to exercise such powers.

11. APPROPRIATION OF RECEIPTS

11.1 Application

- (a) Subject to clause 11.2 (*Suspense account*), any monies received by the Lender in respect of the Security (subject to the payment of any claims having priority to the Security, but in substitution for section 109(8) of the Law of Property Act 1925) shall be applied in the following order of priority:
 - (i) in discharging the remuneration of any Receiver and all costs, charges and expenses of and incidental to his or her appointment, together with interest on that remuneration and those costs, charges and expenses at the Interest Rate;
 - (ii) in or towards payment or discharge of the Secured Liabilities; and
 - (iii) in payment of the surplus (if any) to the Borrower or other person entitled to it.
- (b) The Lender may apply sums received towards the payment or discharge of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner as it thinks fit. The Lender may override any appropriation made by the Borrower.

11.2 Suspense account

Any monies received by the Lender or any Receiver may be placed in an interest bearing suspense or securities realised account and kept there for so long as the Lender considers prudent.

12. SET-OFF

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Borrower and unpaid or any contingent obligation from the Borrower against any obligation (whether or not matured) owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation.
- (b) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

13. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange.

14. NEW ACCOUNT

If the Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent Security Interest affecting some or all of the Security Assets or their proceeds of sale, then the Lender may open a new account for the Borrower. If it does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for the Borrower's account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which the Security applies.

15. DELEGATION AND APPOINTMENT OF ATTORNEYS

15.1 Delegation

- (a) The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under this Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.
- (b) The Lender shall not be liable or responsible to the Borrower for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates.

15.2 Attorneys

- (a) By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under clause 15.1 (*Delegation*) separately to be its attorney on its behalf, in its name:
 - (i) to execute and do any documents, acts and things which it is required to execute and do under this Deed or any other document relating to the Secured Liabilities; and
 - (ii) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Deed any documents relating to the Secured Liabilities or by law on the Lender or any Receiver.

- (b) The Borrower ratifies and confirms anything which any of its attorneys does in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 15.2 (*Attorneys*).

16. REDEMPTION OF PRIOR SECURITY INTERESTS

16.1 Redemption

The Lender may at any time redeem, or procure the transfer to it of, any prior Security Interest over any Security Assets at the Borrower's cost.

16.2 Costs of redemption

All principal monies, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under clause 16.1 (*Redemption*) shall be paid by the Borrower on demand, in each case together with interest calculated and in the manner referred to in clause 20 (*Indemnities*).

17. RELEASES

17.1 Releases conditional

- (a) Any release, settlement, discharge, re-assignment or arrangement in respect of the Security (in this clause 17 (*Releases*), a *release*) made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency.
- (b) If any avoidance, reduction, or clawback occurs or any order is made as referred to in clause 17.1 (*Releases conditional*), then the release shall have no effect and shall not prejudice the Lender's right to enforce the Security in respect of the Secured Liabilities. As between the Borrower and the Lender, the Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Secured Liabilities.

17.2 Retention

- (a) If and for so long as any assurance, security or payment as is mentioned in clause 17.1 (*Releases conditional*) remains in the reasonable opinion of the Lender susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Lender may in its absolute discretion retain all or part of the Security and other rights under this Deed as security for the Secured Liabilities after they have been paid and discharged in full.
- (b) If, at any time while all or part of the Lender's rights under this Deed are so retained:
 - (i) an application is made to a competent court for a winding-up order to be made in respect of the Borrower;
 - (ii) steps are taken to wind the Borrower up;
 - (iii) an application is made to a competent court for an administration order to be made in respect of the Borrower;
 - (iv) a notice of intention to appoint an administrator to the Borrower is filed at court; or
 - (v) the appointment of an administrator to the Borrower takes effect,

then the Lender may continue to retain all or part of its rights under this Deed for any further period as the Lender may determine in its absolute discretion.

18. CONTINUING SECURITY

18.1 Continuing security

The Security is continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding:

- (a) intermediate payment or discharge of the whole or part of the Secured Liabilities;
- (b) the Borrower's liquidation or other incapacity or any change in its constitution, name or style;
- (c) any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
- (d) any other event, matter or thing.

18.2 Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by the Borrower or otherwise) in favour of the Lender. Accordingly, the Borrower's liability under this Deed shall not be prejudiced or affected by, and this Deed may be enforced notwithstanding:

- (a) the existence or invalidity of all or any of those rights; or
- (b) at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

19. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned:

- (a) to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged;
- (b) whether the power which the Lender or Receiver is purporting to exercise has become exercisable; or
- (c) to see to the application of any money paid to the Lender or to a Receiver.

20. INDEMNITIES

The Borrower agrees to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver):

- (a) as a result of the Borrower's failure to perform any of its obligations under this Deed;
- (b) in the exercise (or purported exercise) of any of the powers or other rights conferred by this Deed;

- (c) in respect of any costs, charges or expenses incurred in connection with clause 13 (*Currency conversion*);
- (d) in respect of the redemption of any prior Security Interest over any Security Asset under clause 16 (*Redemption of prior Security Interests*); or
- (e) in respect of any other matter or thing done or omitted relating to the Security Assets,

together in each case with interest at the Interest Rate calculated on a daily basis from the date it is incurred or becomes payable to the Lender or the Receiver until the date of payment, whether before or after any judgment.

21. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by the Lender specifying the amount of the Secured Liabilities is, in the absence of manifest error, conclusive evidence against the Borrower of the matters to which it relates.

22. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Borrower shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

24. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Borrower and the Lender agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

25. TRANSFER AND CONFIDENTIALITY

25.1 Transfer

- (a) The Lender may assign and/or transfer its rights and obligations under this Deed.
- (b) The Borrower shall not assign any of its rights or transfer any of its obligations under this Deed.

25.2 Confidentiality

The Lender may disclose to:

- (a) any transferee or potential transferee;
- (b) any assignee or potential assignee;

- (c) any person with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to or including the Secured Liabilities;
- (d) any ratings agency;
- (e) any of the officers, directors, employees, professional advisers, auditors, partners and representatives of the persons referred to in sub-clauses 25.2(a) to 25.2(d);
- (f) any of its Affiliates and to any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives; and
- (g) any person to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation,

such confidential information as the Lender shall consider appropriate if any person to whom the confidential information is to be given is informed in writing of its confidential nature.

26. MANAGEMENT TIME

The Lender reserves the right to charge for its management time or other resources (which will be calculated on the basis of such reasonable daily or hourly rates as the Lender may notify to the Borrower from time to time).

27. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

28. NOTICES

28.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing in the English language and, unless otherwise stated, must be made by letter.

28.2 Addresses

The Lender may deliver any communication, document or notice to the Borrower relating to this Deed to its registered office, or address to which a notice under any facility relating to the Secured Liabilities might be sent or any additional address the Borrower may notify to the Lender by not less than five business days' notice.

28.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

29. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

30. ENFORCEMENT

30.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including disputes regarding the existence, validity or termination of this Deed, the Security Interests intended to be created by it or any non-contractual obligations arising out of or in connection with it) (a **Dispute**).
- (b) The Borrower agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.
- (c) This clause 30.1 is for the benefit of the Lender only. The Lender may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

30.2 Service of process

- (a) Where the Borrower is resident or its registered office is outside England and Wales then without prejudice to any other mode of service allowed under any relevant law, the Borrower irrevocably appoints [SERVICE AGENT] as its agent for service of notices and all other communications in relation to this Deed (including process in relation to any proceedings before the English courts in connection with this Deed).
- (b) If any person appointed as an agent for service is unable for any reason to act as agent the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

IN WITNESS WHEREOF THE BORROWER HAS EXECUTED THIS DEED AS A DEED the year and date appearing on the first page of it.

SCHEDULE 1

Accounts

Account number	Type	Account bank	Account bank branch and sort code

SCHEDULE 2:

Form of notice of charge of bank accounts

To: [Account Bank]

Date: [] 20[]

Dear Sirs,

We give you notice that we have charged to HSBC Bank plc in its capacity as (Lender) all of our right, title and interest in and to the Blocked Accounts (as defined in the schedule to this letter) including any addition, renewal, replacement or redesignation of such account and all monies standing to the credit of such account from time to time.

With effect from the date of your receipt of this notice:

- a) any existing payment instructions affecting the Blocked Accounts are to be terminated and all payments and communications in respect of the Blocked Accounts should be made to the Lender or to its order;
- b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Blocked Accounts belong to the Lender; and
- c) we irrevocably and unconditionally authorise and instruct you to disclose to the Lender such information relating to the Blocked Accounts as the lender may from time to time request you to provide.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Lender at HSBC Bank plc, [insert address] marked for the attention of [insert details of the Relationship Manager].

Yours faithfully

for and on behalf of
BIRMINGHAM CITY FOOTBALL CLUB PLC

SCHEDULE

Blocked Accounts

Account name	Account number

[On copy only]

To: HSBC Bank plc
[insert address]

FAO: [insert details of the Relationship Manager].

At the request of HSBC Bank plc and Birmingham City Football Club plc we acknowledge receipt of the notice of charge, on the terms attached, in respect of the Accounts (as described in those terms). We confirm that:-

- (1) the balance standing to each Account at today's date is set out in the below table, no fees or periodic charges are payable in respect of any Account and there are no restrictions on (a) the payment of the credit balance on any Account or (b) the assignment of any Account to the Lender or any third party:

Account name	Account number	Balance (£)
[]	[]	[]
[]	[]	[]
[]	[]	[]

- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, any Account and we will not, without the Lender's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of any Account or (b) amend or vary any rights attaching to any Account;
- (3) we will act only in accordance with the instructions given by persons authorised by the Lender and we shall send all statements and other notices given by us relating to any Account to the Lender; and
- (4) we will comply with the terms of the notice of charge.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

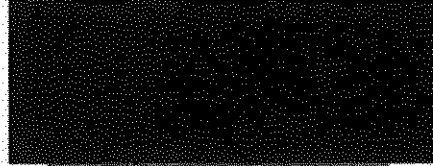
For and on behalf of [Account Bank]

By: []

Date: []

EXECUTION PAGE

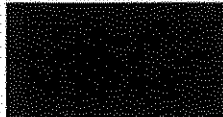
SIGNED as a deed by
BIRMINGHAM CITY FOOTBALL CLUB PLC
acting by



Director

in the presence of:


Witness Signature:



Witness Name:

ROGER LLOYD

Witness Address:



Witness Occupation

SIGNED as a deed by
HSBC BANK PLC

Signature of Attorney

Name (block capitals)

as Attorney for
HSBC BANK PLC

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation

EXECUTION PAGE

**SIGNED as a deed by
BIRMINGHAM CITY FOOTBALL CLUB PLC
acting by**

Director

in the presence of:

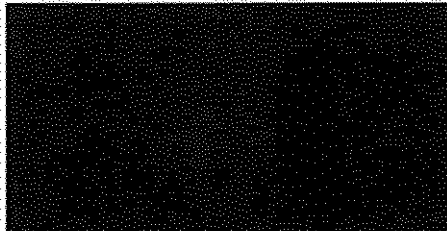
Witness Signature:

Witness Name:

Witness Address:

Witness Occupation

**SIGNED as a deed by
HSBC BANK PLC**



as Attorney for
HSBC BANK PLC

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation

