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COMPANIES FORM N<sup>o</sup>. 395

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
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Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

To the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number

U2108

00040946

Name of company

\*

MANCHESTER CITY FOOTBALL CLUB PLC

Date of creation of the charge

31 August 1995

Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment by way of Security and Charge (the "Charge") between (1) Manchester City Football Club p.l.c. (the "Club") and (2) AT&T Capital Limited ("AT&T")

Amount secured by the charge

The "Liabilities" which are defined in the Charge as meaning all moneys, debts and liabilities or obligations whatsoever which now are or have been or at any time hereafter may be or become due or owing or incurred by the Club to AT&T under or in connection with the Acquisition Documents and the Security Documents (whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

AT&T Capital Limited

A D's and the Club

See above

Names and addresses of the chargees or persons entitled to the charge

AT&amp;T Capital Limited, 66 Buckingham Gate, London

Postcode

SW1E 6AU

Presentor's name address and  
reference (if any):

Masons  
30 Aylesbury Street  
London EC1R 0ER

Attn: Andrew Ray

Time critical reference

For Official Use  
Mortgage Section

Post Room



(A) The Club charges to AT&T:-

- 1) by way of first fixed charge all Charged Property now belonging to it and all Charged Property acquired by it after the date of the Charge (except to the extent charged pursuant to paragraph (B) below; and
- 2) by way of first floating charge, the Charged Property (except to the extent charged pursuant to paragraphs (A) 1) above and (B) below.

(B) The Club as beneficial owner and as security for the payment and discharge of all Liabilities assigned and agreed to assign to AT&T all of the present and future right, title and interest of the Club in and to the Charged Property including (without limitation) all moneys which at any time may be or become payable to the Club pursuant thereto and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by the Club pursuant thereto.

Please see attached continuation sheets)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Masaul

Date

4/9/95.

On behalf of ~~company~~ ~~chargee~~

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

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# COMPANIES FORM No. 395 (cont.)

Please complete  
legibly, preferably in  
black type, or bold  
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## Particulars of a mortgage or charge (continued)

Continuation Sheet No. 1  
to Form No. 395

Company number

00040946

Name of Company

MANCHESTER CITY FOOTBALL CLUB PLC.

Limited\*

\* Delete if  
appropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Note (1): The Charge provides (inter alia) that:-

- 1) The floating charge created by the Charge shall rank behind the fixed charges created by or pursuant to the Charge but shall rank in priority to any other Security hereafter created by the Club in respect of the Charged Property.
- 2) AT&T may be notice to the Club convert the floating charge created by the Charge into a fixed charge as regards such items of Charged Property as shall be specified (whether generally or specifically) in that notice on or at any time following the occurrence of an Enforcement Event (whether or not the Enforcement Event is continuing at the relevant time). If, without the prior consent in writing of AT&T, the Club creates any security over the Charged Property, or attempts to do so, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against the Charged Property, the floating charge created by the Charge shall automatically, without notice, be converted into a fixed charge instantly such event occurs.
- 3) Unless expressly permitted to do so in writing by AT&T, whether under the terms of the Lease or otherwise, the Club shall not purport to Dispose of any right, title, benefit or interest in or to the Charged Property.
- 4) The Club shall not amend, vary, extend, release, determine or rescind any Security Document or grant time for payment or compound with, discharge, waive or vary the liability of any other Person thereunder by any act or omission without the prior written consent of AT&T.
- 5) The Club shall not Dispose or purport to Dispose of any right, title, benefit or interest in or to the Charged Property unless expressly permitted to do so in writing by AT&T.

Note (2): In this Form and its Continuation sheets, except to the extent that the context requires otherwise:-

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# COMPANIES FORM No. 395 (cont.)

## Particulars of a mortgage or charge (continued)

Continuation Sheet No. 2  
to Form No. 395

Company number

00040946

Name of Company

\* Delete if  
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MANCHESTER CITY FOOTBALL CLUB PLC

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Acquisition Documents" means a sale, novation, agency and/or other documents or agreements entered into with the Club and/or the manufacturer, supplier or seller of the Equipment;

"Charged Property" shall mean all of the Club's present and future right, title, benefit and interest, together with all Rights in connection with or arising out of such right, title, benefit and interest, in and to:

(A) all book and other debts revenues monies (including without limitation cash at bank) and claims both present and future (including without limitation things in action which may give rise to the debt revenue money or claim):

(i) arising from or relating to any agreement entered into from time to time which generates broadcasting or televising or recording or filming revenue for the Club;

(ii) due or owing or which may be due or owing or purchased or otherwise acquired by the Club from The Premier League arising from or relating to the provision by The Premier League clubs of rights, facilities and other services to The Premier League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs (including without limitation the fees and payments payable to the Club in respect of "UK Broadcasting Money" and "Overseas Broadcasting Money" within the meaning of Rules 8 and 9 of The Premier League Rules) or arising from or relating to any other agreement entered into from time to time by The Premier League which generates broadcasting or televising or recording or filming revenue for The Premier League (but for the avoidance of doubt excluding sums due under Rule 10

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# COMPANIES FORM No. 395 (cont.)

## Particulars of a mortgage or charge (continued)

Please complete  
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Continuation Sheet No. 3  
to Form No. 395

Company number

00040946

Name of Company

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MANCHESTER CITY FOOTBALL CLUB PLC

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

of The Premier League Rules or "merit" payments paid by The Premier League for the final position achieved by the Club in The Premier League in each Football Association season);

(iii) due or owing or which may be due or owing or purchased or otherwise acquired by the Club from The Football League arising from or relating to the provision by The Football League clubs of rights, facilities and other services to The Football League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs, or arising from or relating to any other agreement entered into from time to time by The Football League which generates broadcasting or televising or recording or filming revenue for The Football League;

(iv) due or owing or which may be due or owing or purchased or otherwise acquired by the Club from a New League arising from or relating to the provision by such New League clubs of rights, facilities and other services to such New League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs, or arising from or relating to any other agreement entered into from time to time by such New League which generates broadcasting or televising or recording or filming revenue for such New League,

and the full benefit of all rights and remedies relating to such book and other debts revenues monies and claims including (but not limited to) any negotiable or non-negotiable instrument, guarantees, indemnities, debentures, legal and equitable charges

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# COMPANIES FORM No. 395 (cont.)

Please complete  
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## Particulars of a mortgage or charge (continued)

Continuation Sheet No. 4  
to Form No. 395

Company number

00040946

Name of Company

MANCHESTER CITY FOOTBALL CLUB PLC

Limited\*

\* Delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

and other security, reservation and proprietary rights of tracing, liens and all other rights and remedies of any nature in respect of such property.

"Charges" means all or any of the Security created, or which may at any time be created, by or pursuant to the Charge;

"Disposal" means any sale, transfer, assignment, lease, sub-lease, hire, sub-hire, licence, parting with possession, factoring, discounting or dealing in any such case to or in favour of any person other than AT&T and "Dispose" shall in any case be construed accordingly;

"Enforcement Event" means any event referred to in Clause 5 of the Charge;

"Equipment" means all plant, machinery, vehicles and/or equipment leased by AT&T to the Club under or pursuant to the Lease;

"Lease" means any and all leases or hire agreements entered into from time to time by the Club in respect of the Equipment together with the schedules thereto;

"Person" means any individual, company, corporation, firm partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"Rights" means rights, authorities, discretions, benefits, powers and remedies (in each case, of any nature whatsoever);

"Security" includes any mortgage, pledge, lien, retention of title, hypothecation, assignment (whether legal or equitable), security interest or other charge or encumbrance;

"Security Documents" means the Charge, the Lease and all documents, agreements, guarantees, indemnities and other securities and assurances in respect of the same or the

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# COMPANIES FORM No. 395 (cont.)

## Particulars of a mortgage or charge (continued)

Please complete  
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Continuation Sheet No. 5  
to Form No. 395

Company number

00040946

Name of Company

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MANCHESTER CITY FOOTBALL CLUB PLC

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Equipment as from time to time amended or supplemented and any document which  
amends or supplements them.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00040946

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT BY WAY OF SECURITY DATED THE 31st AUGUST 1995 AND CREATED BY MANCHESTER CITY FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AT&T CAPITAL LIMITED ON ANY ACCOUNT WHATSOEVER UNDER OR IN CONNECTION WITH THE ACQUISITION DOCUMENTS AND THE SECURITY DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th SEPTEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 1995.

  
D. JENKINS

for the Registrar of Companies



POST 6/9 PM COMPANIES HOUSE

HC026B