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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

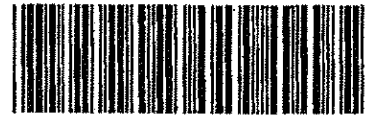
Please see 'How to pay' on the last page

☒ **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
company. To do this,
form MG01s

For further information, please
refer to our guidance at

uk



A1HPDYJ6*

A28

18/09/2012

#235

COMPANIES HOUSE

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 0 0 0 5 3 3 0 1

Company name in full Southampton Football Club Limited (the "Chargor")

2 Date of creation of charge

Date of creation d1 d3 m0 m9 y2 y0 y1 y2

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

The debenture entered into between the Chargor and the Lender (as defined
in Section 5 (Mortgagee(s) or persons(s) entitled to the charge (if any))
dated 13 September 2012 (the "Debenture")

4 Amount secured

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

Amount secured

All obligations at any time due, owing or incurred
by the Chargor to any Secured Party under the
Finance Documents whether present or future, actual
or contingent (and whether incurred solely or
jointly and whether as principal or surety or in
some other capacity) (the "Secured Obligations")

Terms used in this Section 4 (Amount Secured) and
not defined shall be as defined in Section 6 (Short
particulars of all the property mortgaged or
charged)

Continuation page

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

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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	Vibrac Corporation (the "Lender")
Address	Vanterpool Plaza, 2nd Floor, Wickhams Cay 1 Road Town, Tortola, British Virgin Islands
Postcode	
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

NATURE OF SECURITY

The Security created under the Debenture is created

- (a) in favour of the Lender,
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations, and
- (c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

[See continuation page]

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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

Not applicable

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

** Berwin Leighton Paine LLP **

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Carl Sheppard

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

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>MORTGAGES AND CHARGES</u></p> <p>Real Property</p> <p>The Chargor charged</p> <p>(a) by way of first legal mortgage all Real Property owned by the Chargor; and</p> <p>(b) by way of first fixed charge, except to the extent mortgaged under Clause 4.1 of the Debenture, all other Real Property which it has at the date of the Debenture or may subsequently acquire.</p> <p>Shares</p> <p>The Chargor charged by way of first fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system.</p> <p>Equipment</p> <p>The Chargor charged by way of first fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 (<i>Real Property of the Debenture</i>) of the Debenture.</p> <p>Intellectual Property</p> <p>The Chargor charged by way of first fixed charge all Intellectual Property</p> <p>Goodwill</p> <p>The Chargor charged by way of first fixed charge its goodwill</p> <p>Uncalled capital</p> <p>The Chargor charged by way of first fixed charge all rights in relation to its uncalled capital.</p> <p>Authorisations</p> <p>The Chargor charged by way of first fixed charge the benefit of all Authorisations held in relation to any Charged Property</p> <p><u>ASSIGNMENT</u></p> <p>Receivables</p> <p>The Chargor assigned to the Lender absolutely all of its rights, title and interest in and to the Receivables</p> <p>Insurances</p> <p>The Chargor assigned absolutely all of its rights and interests under all Insurance Policies</p> <p>Bank Accounts</p> <p>The Chargor assigned absolutely all of its rights and interests under the Bank Accounts</p>	

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Short particulars

FLOATING CHARGE

The Chargor charged by way of first floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under the Debenture

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and the Lender may appoint an administrator of the Chargor under that paragraph

UNDERTAKINGS

Negative pledge

The Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than the Transaction Security

Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property without the Lender's prior written consent.

Accounts

The Chargor shall not close or permit any variation to the rights attaching to any Bank Account without the Lender's consent.

DEFINITIONS:

1. **"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
2. **"Bank Account"** means any bank account opened or maintained at any time by the Chargor with any person other than the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or re-designation of that account), the debt or debts represented by it and all Related Rights.
3. **"Borrower"** means the Chargor
4. **"Charged Property"** means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under this Debenture.
5. **"Equipment"** means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.
- 6 **"Facility Letter"** means the facility letter entered into by the Lender and the Chargor (as

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borrower) dated 13 September 2012 as may be amended from time to time

7. **"Finance Document"** means this Letter, the Subordination Deed and the Security Documents and any other document entered into between the Lender and the Borrower, in each case as amended, novated, supplemented, extended, restated or replaced from time to time

8 **"Insurance Policy"** means any policy of insurance in which the Chargor may from time to time have an interest and all Related Rights.

9. **"Intellectual Property"** means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of the Borrower (which may now or in the future subsist).

10. **"LRA"** means the Land Registration Act 2002.

11. **"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).

12 **"Real Property"** means.

(a) any and all freehold, leasehold or immovable property of the Chargor, and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

13. **"Receivables"** means all amounts (excluding VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired or received by the Chargor from the Premier League for the 2013/2014 association football season in relation to.

(a) the Basic Award Fund (or "parachute payment" monies) due in August 2013 under Rules D.16.1, D.17.1 and D27.1 of the Rules; and

(b) any other amount due or owing to the Borrower from the Premier League in the period from and including August 2013 relating to the Borrower's participation in the Premier League for the 2012/13 season (in the event of relegation) and/or relating to the Borrower's participation in the Premier League for the 2013/14 season (for the avoidance of doubt this includes Overseas Broadcasting Money, Title Sponsorship Money, Commercial Contract Money and Radio Contract Money, each as defined in the Rules)

14 **"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

15. **"Related Rights"** means, in relation to any asset

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Short particulars

- (a) the proceeds of sale of any part of that asset,
 - (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
 - (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
 - (d) any moneys and proceeds paid or payable in respect of that asset,
- (including all rights against any trustee, nominee, fiduciary or clearing system).
16. "**Rules**" means the rules of the Premier League from time to time in effect between the Premier League and its members.
17. "**Secured Party**" means the Lender and any Receiver.
18. "**Security**" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.
19. "**Security Documents**" means the Debenture and any other documents which the Lender may reasonably require
20. "**Security Period**" means the period starting on the date of this Debenture and ending on the date when the Lender is satisfied that:
- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
 - (b) the Chargor has no liability, actual or contingent, to any Secured Party under any Finance Document,
 - (c) no Secured Party has any liability, actual or contingent under any Finance Document; and
 - (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any Finance Document
21. "**Shares**" means any and all shares owned by the Chargor from time to time together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).
22. "**Subordination Deed**" means the deed of subordination between DMWSL 613 Limited (as subordinated creditor) (1) the Borrower (2) and the Lender (3) dated on or about the date of the Facility Letter.
23. "**Transaction Security**" means the Security created or expressed to be created in favour of the Lender pursuant to the Security Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 53301
CHARGE NO. 29**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
SEPTEMBER 2012 AND CREATED BY SOUTHAMPTON
FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED
PARTY 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 18
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER
2012

DX

