

MG01

Particulars of a mortgage or charge

2501098/13



iris
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 for

You cannot use
particulars of a
company To do
form MG01s

WEDNESDAY



A06

AV5MCQCA

29/12/2010

90

COMPANIES HOUSE

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

1

Company details

Company number 00053482

Company name in full The Blackburn Rovers Football and Athletic Plc
(the "Assignor")

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 20 12 2010

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 (the "Assignment")

4

Amount secured

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

Amount secured

Capitalised terms in this Form MG01 shall, unless the
context requires otherwise or they are otherwise defined
in this Form MG01, have the meanings set out in the
Schedule at the end of Section 6 of this Form MG01

All money and liabilities now or at any time
hereafter due, owing or incurred to the Bank by the
Assignor (whether actually or contingently, solely
or jointly, as principal or surety and in whatever
name or form) and including but not limited to
interest fees discount commission or other lawful
charges and expenses which the Bank may in the
course of its business charge in respect of any of
the matters aforesaid for the keeping of the
Assignor's account and so that interest shall be

(continued on continuation page 1)

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 Barclays Bank Plc (the "Bank")

Address 1 Churchill Place, London

Postcode E 1 4 5 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

Capitalised terms in this Form MG01 shall, unless the context requires otherwise or they are otherwise defined in this Form MG01, have the meanings set out in the Schedule at the end of Section 6 of this Form MG01

1 Assignment

1 1 The Assignor with full title guarantee assigns (by way of security for payment and discharge of the Secured Sums) to the Bank all of its right title and interest (present or future) in and to all amounts (excluding VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired by the Assignor from the Premier League for the 2010/2011 association football season in relation to or in connection with the Central Funds

1 2 The Assignor agrees fully to indemnify and hold harmless the Bank from and against all losses, actions, claims, expenses, demands and liabilities whether in contract, tort, delict or otherwise now or hereafter incurred by the Bank or any agent, officer or employee for whose liability, act or omission the Bank may be legally liable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Assignor of any of its covenants or other obligations to the Bank under the Assignment save for any such loss or liability incurred by reason of the gross negligence or wilful default of the Bank or any such agent, officer or employee

2. Restrictions

The Assignor hereby covenants that it shall not, without the prior written consent of the Bank -

(continued on continuation page 2)

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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

N/A

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)

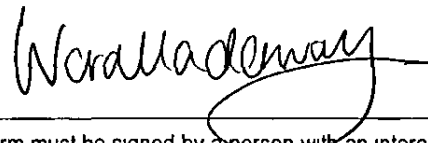
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X

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

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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 Julie Harrison

Company name Ward Hadaway

Address Sandgate House

102 Quayside

Post town Newcastle upon Tyne

County/Region Tyne & Wear

Postcode N E 1 3 D X

Country United Kingdom

DX DX 730360 Newcastle upon Tyne 30

Telephone 0191 2044000



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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Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

(continuation page 1)

computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder) and including but not limited to the monies and liabilities due owing or incurred to the Bank under or in connection with the Facility Agreement or the Assignment whether on account of principal, interest, fees, costs charges, expenses, indemnity payments or otherwise (the "Secured Sums")

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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

(continuation page 2)

2 1 create incur or permit to subsist (or agree to do so) any Security Right of any nature on the Charged Property (other than such Security Right from time to time given in favour of the Bank), or

2 2 charge, factor, discount or assign any Charged Property in favour of any other person or purport to do so.

Definition Schedule

"Central Funds" means all or any part of any UK Broadcasting Money, Overseas Broadcasting Money, Commercial Contract Money, Radio Contract Money and/or Title Sponsorship Money arising from or relating to the provision by the Premier League Clubs of rights to the Premier League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filing of any association football match involving such clubs,

"Charged Property" means all the assets, rights and revenues whatsoever (present and future) of the Assignor as are assigned (or agreed so to be) under the Assignment,

"Clubs" means an association football club in membership of the Premier League,

"Commercial Contract" means any contract entered into by the Assignor relating to sponsorship or like transactions or other matters materially affecting the commercial interests of the Clubs other than an Overseas Broadcasting Contract, a UK Broadcasting Contract, a Radio Contract or a Title Sponsorship Contract,

"Commercial Contract Money" means money received by the Assignor under any Commercial Contract,

"Facility Agreement" means the facility agreement dated on or about the date of the Assignment and made between the Bank and the Assignor whereby the Bank has agreed to make available facilities to the Borrower as such facility agreement may be amended, supplemented, replaced, extended or novated from time to time,

"League" means the Premier League,

"League Match" means a match played under the jurisdiction of the Premier League,

"Overseas Broadcasting Contract" means any contract entered into by the Assignor for the Transmission of League Matches outside the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands,

"Overseas Broadcasting Money" means money received by the Company under an Overseas Broadcasting Contract,

(continued on continuation page 3)

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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 style="text-align: center;"><i>(continuation page 3)</i></p> <p>"Parent Undertaking" has the meaning set out in section 1162 of the Companies Act 2006,</p> <p>"Person" includes any legal entity, firm or unincorporated association and in the case of a person which is incorporated any of its associated undertaking, Parent Undertaking or Subsidiary Undertaking,</p> <p>"Premier League" means, as appropriate, The Football Association Premier League Limited or combination of association football clubs comprising the clubs know as the FA Premier League or any replacement thereof by whatever name,</p> <p>"Radio Contract" means any contract entered into by the Assignor other than an Overseas Broadcasting Contract or a UK Broadcasting Contract for the Radio Transmission of League Matches,</p> <p>"Radio Contract Money" means money received by the Assignor under any Radio Contract,</p> <p>"Radio Transmission" means any terrestrial or satellite broadcast or transmission by cable sounds of and/or commentary upon any Premier League Match or inclusion thereof in a cable programme service and/or on the Internet and/or any relay of sounds of and/or commentary upon any League Match whether to an open or closed user group by any means now existing or hereafter invented not consisting solely of storage and distribution of recorded sounds in tangible form whether such radio transmission is on a live or recorded basis in whole or as excerpts,</p> <p>"Security Right" means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking,</p> <p>"Subsidiary Undertaking" has the meaning set out in section 1162 of the Companies Act 2006,</p> <p>"Title Sponsor" means the Person granted the right to have its agreed brand identity associated with the name of the League's first team competition,</p> <p>"Title Sponsorship Contract" means any contract entered into between the Assignor and a Title Sponsor,</p> <p>"Title Sponsorship Money" means money received by the Assignor under any Title Sponsorship Contract,</p> <p style="text-align: center;"><i>(continued on continuation page 4)</i></p>	

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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

(continuation page 4)

"Transmission" means any terrestrial or satellite broadcast of television or other moving pictures with or without sound or transmission by cable of moving pictures with or without sound or inclusion of moving pictures with or without sound in a cable programme service and/or on the Internet and/or relay of moving pictures with or without sound whether to an open or closed user group by any means now existing or hereafter invented not consisting solely of the storage and distribution of recorded pictures with or without sound in tangible form whether the said transmission is on a live or recorded basis in whole or as excerpts,

"UK Broadcasting Contract" means any contract entered into by the Assignor for the Transmission of League Matches within the United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands,

"UK Broadcasting Money" means money received by the Assignor under any UK Broadcasting Contract



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 53482
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 20
DECEMBER 2010 AND CREATED BY BLACKBURN ROVERS
FOOTBALL AND ATHLETIC P L C (THE) FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 29 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES