

MG01

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IRIS Laserform

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 for a company. To do this, please form MG01s

WEDNESDAY



A214AX3N

A04

30/01/2013

#315

COMPANIES HOUSE

1

Company details

Company number

0 0 5 3 7 0 3

Company name in full

The Reading Football Club Limited
(the "Assignor")

23

For official use

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

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Date of creation of charge

Date of creation

1 6 0 1 2 0 1 3

3

Description

Description

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

Deed of Assignment (the "Assignment")

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Amount secured

Amount secured

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

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 (and whether on or at any time after any demand) 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

Continuation page

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

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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 hereby assigns to the Bank absolutely all of its right, title and interest (present or future) in and to, and all benefits accruing under or in connection with, all amounts (excluding VAT) due or owing to, or which may be due or owing to, or purchased, or otherwise acquired by, the Assignor in relation to, or in connection with, or deriving from the Central Funds relating to the 2012/2013 Season as security for the payment and discharge of the Secured Sums.

1.2 To the extent not assigned or effectively assigned by clause 3.1 of the Assignment the Assignor with full title guarantee charges by way of first fixed charge in favour of the Bank all of its rights, title and interest (present or future) in and to, and all benefits accruing under or in connection with, all amounts (excluding VAT) due or owing to, or which may be due or owing to, or purchased, or otherwise acquired by, the Assignor in relation to, or in connection with, or deriving from the Central Funds relating to the 2012/2013 Season as security for the payment and discharge of the Secured Sums

1.3 The Assignor agrees fully to indemnify and hold harmless the Bank from and against all losses, actions, claims, expenses, demands and

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Particulars of a mortgage or charge

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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

NIL

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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).

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Signature

Please sign the form here

Signature

Signature

X DWF WJ X

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

MG01**Particulars of a mortgage or charge****Presenter information**

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

Contact name Deborah Kirtley

Company name DWF LLP

Address Great North House

Sandyford Road

Post town Newcastle upon Tyne

County/Region

Postcode N E 1 8 N D

Country United Kingdom

DX 62553 Jesmond

Telephone 0191 233 9739 Ref: 4799016

**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 charge created by a company registered in Scotland

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Amount secured

Please give us details of the amount secured by the charge

Amount secured

the matters aforesaid for the keeping of the Assignor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder (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	<p>(continuation from page 2)</p> <p>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 hereunder 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</p> <p>1.4 If or to the extent that for any reason the assignment or charging or any Charged Property is prohibited, the Assignor shall hold it on trust for the Bank</p> <p>2. <u>Restrictions and Undertaking</u></p> <p>2 1 The Assignor hereby covenants that it shall not, without the prior written consent of the Bank,</p> <p>2 1 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</p> <p>2 1.2 charge, factor, discount or assign any Charged Property save for the Permitted Payments in favour of any other person or purport to do so.</p> <p>take or omit to take any action, the taking or omission of which might result in any alteration or impairment of any of the rights created in respect of the Central Funds or the Assignment, nor exercise any right or power conferred on it by the Rules in any manner adverse to the interest of the Bank</p> <p><u>Definition Schedule</u></p> <p>"Associated Undertaking" means an undertaking in which an undertaking has a participating interest and over whose operating and financial policy it exercises a significant influence, and which is not a Parent Undertaking or Subsidiary Undertaking,</p> <p>"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 excluding the Permitted Payments;</p> <p>"Charged Property" means all the assets, rights and revenues whatsoever (present and future) of the Assignor as are from time to time assigned by or pursuant to (or are agreed or expressed so to be) under the Assignment;</p> <p>"Clubs" means an association football club in members of the League,</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Commercial Contract" means any contract entered into by the Company 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 Company under any Commercial Contract;

"Company" means the Football Association Premier League Limited or, where appropriate, any replacement or successor thereof by whatever name,

"League" means the Premier League,

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

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

"Parent Undertaking" has the meaning set out in section 1162 of the Companies Act 2006,

"Permitted Payments" means:

(a) up to £2,000,000 due to the Club in respect of a distribution from the League from Central Funds to be made to the Club in January 2013 and which has been assigned to London Forfaiting Company Limited prior to the date of the Assignment, and

(b) up to £5,000,000 due to the Club in respect of a distribution from the League from Central Funds to be made to the Club in August 2013 and which will be assigned to London Forfaiting Company Limited;

"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,

"Premier League" means, as appropriate, 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;

"Radio Contract" means any contract entered into by the Company other than an Overseas Broadcasting Contract or a UK Broadcasting Contract for the Radio Transmission of League Matches,

"Radio Contract Money" means money received by the Company under any Radio Contract,

"Radio Transmission" means any terrestrial or satellite broadcast or transmission by cable sounds of and/or commentary upon any Premier League

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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

Match or inclusion thereof in a cable programme service and/or on the
Interest 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,

"Rules" means the rules for the time being of the League and a letter and
a number following a reference to a rule identifies the section in which
it is comprised and its number within that section,

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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

"Season" means the period commencing on the date of the first League and a letter and a number following a reference to a rule identifies the section in which it is comprised and its number within that section,

"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;

"Subsidiary Undertaking" has the meaning set out in section 1162 of the Companies Act 2006;

"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,

"Title Sponsorship Contract" means any contract entered into between the Company and a Title Sponsor;

"Title Sponsorship Money" means money received by the Company under any Title Sponsorship Contract,

"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 Company 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 Company 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. 53703
CHARGE NO. 23

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 16
JANUARY 2013 AND CREATED BY THE READING FOOTBALL
CLUB LIMITED 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 30 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2013

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Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**