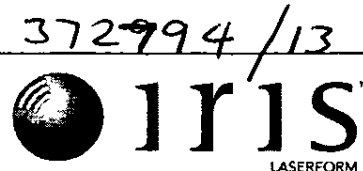


MG01

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
particulars of a charge for a
company To do this, please
form MG01s

TUESDAY



A01

A87SCHDN

09/02/2010

COMPANIES HOUSE

138

1 Company details

Company number 0 1 6 0 3 0 2 1
Company name in full Bulkhaul Limited ("Company")

3 4 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 *

2 Date of creation of charge

Date of creation d0 d1 m0 m2 y2 y0 y1 y0

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 of key-man policies ("**Deed**") made on 1 February 2010
by the Company in favour of Barclays Bank PLC as security trustee for the
Secured Parties (as defined below) ("**Security Agent**").

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each present or future
member of the Group (as defined below) to the
Security Agent and/or the other Secured Parties (as
defined below) (or any of them) under or pursuant
to any Finance Document (as defined below)
(including all monies covenanted to be paid under
the Deed) ("**Secured Obligations**")

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 (as Security Agent)

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

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest, in and to the following assets ("**Assigned Assets**")

(a) the Key-man Policies (as defined below) identified in schedule 1 to this form MG01 and all other present or future Key-man Policies (as defined below); together with

(b) (1) all rights and remedies in connection with, and the full benefit of, the Key-man Policies (as defined below) (including the right to give an effective discharge for the monies assured or otherwise payable under them) and (2) all monies (including bonuses), proceeds and claims arising from any Key-man Policy (as defined below)

MG01

Particulars of a mortgage or charge

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

None

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

DLA PAPER UK LLP

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 Claire Clayton-Stead

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1: DETAILS OF KEY-MAN POLICIES

Insurer: Legal & General Assurance Society Limited
Life assured: Stephen Gibson
Policy number: 015635006-8
Sum assured: £3,000,000
Term: 5 years
Commencement date: 6 January 2010

Insurer: Legal & General Assurance Society Limited
Life assured: Stephen Gibson
Policy number: 015635005-0
Sum assured: £2,000,000
Term: 5 years
Commencement date: 6 January 2010

Insurer: Legal & General Assurance Society Limited
Life assured: Michael O'Neill
Policy number: 015635004-3
Sum assured: £1,000,000
Term: 5 years
Commencement date: 15 January 2010

Insurer: Legal & General Assurance Society Limited
Life assured: Michael O'Neill
Policy number: 015634941-7
Sum assured: £2,000,000
Term: 5 years
Commencement date: 15 January 2010

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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>NOTES</p> <p>1. Negative pledge and disposals</p> <p>Pursuant to the Deed the Company shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security (as defined below) or Quasi-Security (as defined below) on any Assigned Asset other than (i) as created by the Deed or the Debenture (as defined below), (ii) a Permitted Security (as defined below) or (iii) as permitted by the Facilities Agreement (as defined below), or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) and whether voluntarily or involuntarily the whole or any part of its interest in any Assigned Asset</p> <p>2. Nature of security</p> <p>All Security (as defined below) and dispositions created or made by or pursuant to the Deed are created or made:</p> <p>(a) in favour of the Security Agent,</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p>3. Continuing, additional and separate security</p> <p>3.1 The Insurance Security (as defined below) is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period (as defined below).</p> <p>3.2 The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security (as defined below) which the Security Agent and/or any other Secured Party (as defined below) may at any time hold for any Secured Obligation</p>	

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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>4. Further assurances</p> <p>4 1 Subject to the Agreed Security Principles (as defined below) the Company shall, at its own expense, immediately do all acts and execute all documents as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) for</p> <p>(a) creating, perfecting or protecting the Security (as defined below) over the Assigned Assets intended to be created by the Deed or any other Transaction Security Document (as defined below),</p> <p>(b) facilitating the realisation of any Assigned Asset (provided that clause 14.1(b) of the Deed shall not permit enforcement of the Insurance Security (as defined below) other than in accordance with the other provisions of the Deed), or</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party (as defined below) or any Delegate (as defined below) in respect of any Assigned Asset or provided by or pursuant to the Finance Documents (as defined below) or by law</p> <p>This includes:</p> <p>(i) the re-execution of the Deed or such Transaction Security Document (as defined below), or</p> <p>(ii) the execution of any legal mortgage, charge, transfer, assignment, assignation or assurance of any Assigned Asset (including any new or replacement Key-man Policy) (as defined below), whether to the Security Agent or to its nominee, and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent (acting reasonably) may think necessary</p> <p>4 2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the Insurance Security (as defined below) conferred or intended to be conferred on the Security Agent or the Secured Parties (as defined below) by or pursuant to the Finance Documents (as defined below)</p>	

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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>DEFINITIONS</p> <p>"Agreed Security Principles" means the principles set out in schedule 14 to the Facilities Agreement,</p> <p>"Debenture" means the debenture dated 5 November 2009 and made between (1) the companies listed in schedule 1 thereto as Original Charging Companies and (2) the Security Agent,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Facilities Agreement" means the senior sterling term facilities agreement dated 5 November 2009 and made between (1) The Gibson O'Neill Company Limited (as Parent) ("Parent"), (2) the Company (as Bulkhaul), (3) Middlesbrough Football & Athletic Company (1986) Limited (as the Club) (4) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (5) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (6) Barclays Capital and Lloyds TSB Bank Plc (as Arrangers), (7) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (8) Barclays Bank PLC as Agent ("Agent"), (9) the Security Agent and (10) Barclays Bank PLC and Lloyds TSB Bank Plc (as Original Ancillary Lenders), pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrowers,</p> <p>"Finance Document" means the Facilities Agreement, the Disclosure Letter (as defined in the Facilities Agreement), any Accession Letter (as defined in the Facilities Agreement), any Ancillary Document (as defined in the Facilities Agreement), the Company Intra-Group Loan Agreement (as defined in the Facilities Agreement), any Compliance Certificate (as defined in the Facilities Agreement), any Fee Letter (as defined in the Facilities Agreement), each Hedging Arrangement Document (as defined in the Facilities Agreement) (including the Hedging Agreements (as defined in the Facilities Agreement)), the Intercreditor Agreement (as defined in the Facilities Agreement), any Resignation Letter (as defined in the Facilities Agreement), any Selection Notice (as defined in the Facilities Agreement), any Transaction Security Document (as defined in the Facilities Agreement), any Loan Request (as defined in the Facilities Agreement) and any other document designated as a Finance Document by the Agent and the Parent;</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) from time to time,</p> <p>"Insurance Security" means the Security created or evidenced by or pursuant to the Deed;</p>	

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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>"Key-man Policy" means:</p> <p>(1) each policy of insurance particulars of which are set out in schedule 1 to this form MG01 as amended, supplemented or novated in any way from time to time;</p> <p>(11) each policy issued at any time in replacement or substitution of any policy referred to in paragraph (1) of this definition,</p> <p>"Permitted Security" has the meaning given to that term in the Facilities Agreement;</p> <p>"Quasi-Security" has the meaning given to that term in the Facilities Agreement,</p> <p>"Secured Parties" has the meaning given to that term in the Facilities Agreement,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents, and</p> <p>"Transaction Security Documents" has the meaning given to that term in the Facilities Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1603021
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF KEY-
MAN POLICIES DATED 1 FEBRUARY 2010 AND CREATED BY
BULKHAUL LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH MEMBER OF THE GROUP TO
BARCLAYS BANK PLC (AS SECURITY AGENT) AND/OR THE
OTHER SECURED PARTIES (OR ANY OF THEM) 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 9 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2010

Dx/LH

