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COMPANIES FORM No 395 *Barc. 53234*

## Particulars of a mortgage or charge



CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For Official use

Company Number

13 &

01947851

Name of Company

\* Middlesbrough Football & Athletic Company (1986) Limited (the "Chargor")

Date of creation of the charge

23 December 1999

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

Fixed and Floating Security Document (the "Security Document") dated 23 December 1999 between the Chargor and Barclays Bank PLC

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Party under or in connection with any Finance Document or the Lombard Lease (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC whose address is 5 The North Colonnade, Canary Wharf, London

(the "Chargee", which expression includes its successors and assigns)

Postcode

E14 4BB

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 0171 456 2000

Ref: JMS

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write  
in this margin  
Please complete  
legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Linziaters*

Date *10 January 2000*

On behalf of [chargee]<sup>†</sup>

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<sup>†</sup> Delete as appropriate

**Note**

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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

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Name of Company

Middlesbrough Football & Athletic Company (1986) Limited

Company Number

01947851

**Short particulars of all the property mortgaged or charged**

- A** The Chargor with full title guarantee and as security for the payment and discharge of all Liabilities, charged in favour of the Chargee (as trustee for the Finance Parties):
- 1** by way of first legal mortgage, the following Real Property in England and Wales now belonging to it:
- 1.1** BT Cellnet Riverside Stadium (title number: CE142649)  
Middlesbrough  
Cleveland  
TS3 6RS
- 1.2** Hutton Road Training Ground (title number: CE90379)  
South of Hutton Road  
Long Lands  
Middlesbrough  
Cleveland
- 1.3** Rockliffe Park (title number: DU210343)  
Hurworth Place  
Darlington
- 2** by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future (except for Real Property subject to a charge permitted by Clause 23.2.5 (Negative Pledge – Charged Assets) of the Credit Agreement)
- 3** by way of first fixed charge, all:
- 3.1** Book Debts
- 3.2** Bank Accounts
- 3.3** Investments
- 3.4** its uncalled capital and goodwill
- 3.5** Intellectual Property including the following Registered Trade Marks:
- 3.5.1** Middlesbrough FC Lionhead & Device (Registration no. 2167894)
- 3.5.2** Middlesbrough FC Lionhead & Device (Registration no. 2167951).
- 3.6** its beneficial interest in any pension fund
- 3.7** its plant and machinery (except that mortgaged or charged by Clause 3.1 (Present Real Property) or 3.2 (Other Real Property) of the Security Document)
- 3.8** Season Ticket Revenues
- 3.9** Premier League Payments
- 3.10** Football League Payments
- 3.11** its rights, title and interest in the Lombard Lease and
- 3.12** any Lease Rebate
- in each case, both present and future.

Name of Company

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### Short particulars of all the property mortgaged or charged

- 4 by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (Fixed Charges) of the Security Document) or assigned by Clause 5 (Assignment) of the Security Document.
- B The Chargor with full title guarantee and as security for the payment and discharge of all Liabilities, assigned to the Chargee (as trustee for the Secured Parties) all its present and future right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances).

Note (1): The Security Document provides that:

**Security:** The Chargor shall not (and shall not agree to) create or have outstanding any Security over the Charged Assets except as permitted by Clause 23.2 (Negative Pledge - Charged Assets) of the Credit Agreement.

**Disposal:** The Chargor shall not (and shall not agree to) sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of the Charged Assets except as permitted by Clause 23.3 (Disposals) of the Credit Agreement.

**Conversion by Notice:** The Chargee may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Chargor specifying the relevant Charged Assets:

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges and/or
- (b) at any time after an Enforcement Event occurs.

**Automatic Conversion:** If:

- (a) the Chargor takes any step to create any Security in breach of Clause 6.1 (Security) of the Security Document over any of the Charged Assets not subject to a fixed Charge or
- (b) any person takes any step to levy any distress, attachment, execution or other legal process against any of those Charged Assets

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

the “**assets**” of any person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital, wherever situated

“**Bank**” means a Revolving Bank or a Term Bank

“**Bank Accounts**” means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts

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## Short particulars of all the property mortgaged or charged

**"Book Debts"** means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Co-ordinator"** means Barclays Bank PLC (known as Barclays Capital)

**"Credit Agreement"** means the Credit Agreement dated on or about 23 December 1999 between the Chargor, the Chargee, Barclays Bank Plc as Co-ordinator and the Banks named therein

**"Enforcement Event"** means:

- (i) the taking of any step by any person with a view to the administration of the Chargor under the Insolvency Act or
- (ii) an Event of Default, as defined in the Credit Agreement

**"Facilities"** means the Revolving Facility and the Term Facility

**"Finance Documents"** means the Credit Agreement, the Security Documents, the fee letters referred to in Clause 13 (Fees) of the Credit Agreement and any document agreed between the Chargor and the Chargee to be a Finance Document

**"Finance Party"** means the Chargee, the Co-ordinator or any Bank

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Football League"** means, as appropriate, The Football League Limited or the combination of association football clubs comprising the clubs known as the "Football League", or any replacement thereof by whatever name

**"Football League Rules"** means the constitutional documents of the Football League

**"Football League Payments"** means all payments due or owing to or which may be due or owing to or purchased or otherwise acquired by the Chargor from the Football League for any association football season in respect of the payments referred to in Article 60.2 of the Football League Rules arising from or relating to the membership of the Chargor in the Football League and its agreement to participate in competitions played under the jurisdiction of the Football League and in accordance with the Football League Rules, Regulations and Rules of such competitions

**"Group"** means, at any particular time, the Chargor and all its Subsidiaries and any holding company of the Chargor or subsidiary of the Parent in each case which is a New Group Company and all their respective subsidiaries (and **"member of the Group"** shall be construed accordingly)

**"Guarantor"** means a New Group Company which has become a Guarantor in accordance with Clause 20 of the Credit Agreement

Name of Company

Middlesbrough Football & Athletic Company (1986) Limited

Company Number

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## Short particulars of all the property mortgaged or charged

**"Insolvency Act"** means the Insolvency Act 1986

**"Insurances"** means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor now or in the future has an interest excluding any third party Insurance contracts or policies

**"Intellectual Property"** means all patents, designs, copyrights, trademarks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Chargor at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Chargor now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Intercreditor Agreement"** means the Intercreditor Agreement dated on or about the date of the Credit Agreement between the Chargor, the companies named therein as Banks, Barclays Bank PLC as Agent and the Lessor

**"Investments"** means:

- (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit)
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments
- (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) and
- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights

in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Company has an interest

**"Lease Rebate"** means any sum due and payable to the Chargor from the Lessor in respect of the rebate of rentals under the Lombard Lease

**"Lessor"** means Lombard Leasing Metropolitan Limited

**"Lombard Lease"** means the lease dated 20 April 1998 between the Chargor and Lessor

**"New Group Company"** means a holding company or Subsidiary or another Subsidiary of the Parent of the Chargor to which any Charged Assets of an Obligor are transferred as part of a Permitted Reorganisation and on condition that such company becomes a Guarantor in accordance with Clause 20.2 (Accession as a Guarantor) of the Credit Agreement

**"Obligor"** means the Chargor or any Guarantor

Name of Company

Middlesbrough Football & Athletic Company (1986) Limited

Company Number

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## Short particulars of all the property mortgaged or charged

**"Parent"** means The Gibson O'Neill Company Limited (Company Number 2991817)

**"Permitted Reorganisation"** means the transfer of certain Assets of the Chargor to a holding company or a Subsidiary approved in advance by the Majority Banks

**"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

**"Premier League Payments"** means all amounts due or owing to or which may be due or owing to by the Chargor from the Premier League pursuant to the Rules 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 filming of any association football match involving such clubs

**"Premier League Rules"** means the constitutional documents of the Premier League from time to time in force

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Revolving Advance"** means an advance made or to be made by the Revolving Banks under the Revolving Facility or, as the case may be, the outstanding principal amount of any such advance

**"Revolving Bank"** means the Banks and Financial Institutions shown on the signature of pages of the Credit Agreement as having Revolving Commitments

**"Revolving Commitment"** means, in relation to a Revolving Bank and subject as provided in the Credit Agreement, the amount set opposite its name under the heading "Revolving Commitments" on the signature pages of the Credit Agreement

**"Revolving Facility"** means the Sterling revolving credit facility granted by the Revolving Banks to the Borrower under the Credit Agreement

**"Season Ticket Revenues"** means all monies received or due to be received or any other rights to monies to be received from time to time by the Chargor by way of payment for season tickets for any association football season by the Chargor.

**"Secured Party"** means the Finance Parties and the Lessor

**"Security"** includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (and **"secured"** shall be construed accordingly)

**"Security Documents"** means the Security Document, any debenture executed by a Guarantor pursuant to Clause 20.2 (Accession as a Guarantor) of the Credit Agreement, the Intercreditor Agreement, the Subordination Agreement and any other security document that may at any time be given to the Chargee by an Obligor pursuant to or in connection with any Finance Document and any document agreed between the Chargor and the Chargee to be a Security Document

**"Sterling"** and **"£"** mean lawful currency of the United Kingdom

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### **Short particulars of all the property mortgaged or charged**

**"Subordination Agreement"** means the agreement referred to in paragraph 7 of Schedule 1 of the Credit Agreement

**"Subsidiary"** means, in relation to any person (its **"holding company"**) at any particular time (i) a subsidiary (as defined in Sections 736 and 736A of the Companies Act 1985) of that person and (ii) for the purpose of Clause 23.14 (Financial Ratios) of the Credit Agreement and the related definitions and in relation to financial statements of the Group, any other person which is then a subsidiary undertaking (as defined in Section 258 of the Companies Act 1985) of that person

**"Term Bank"** means the Banks and Financial Institutions shown on the signature pages of the Credit Agreement as having Term Commitments

**"Term Commitment"** means, in relation to a Term Bank and subject as provided in the Credit Agreement, the amount set opposite its name under the heading "Term Commitments" on the signature pages of the Credit Agreement



**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 01947851

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND SECURITY DOCUMENT DATED THE 23rd DECEMBER 1999 AND CREATED BY MIDDLESBROUGH FOOTBALL & ATHLETIC COMPANY (1986) LIMITED FOR SECURING THE LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT OR THE LOMBARD LEASE (ALL DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JANUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 2000.

A handwritten signature in black ink, appearing to be 'R. J. K.', written in a cursive style.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



**C O M P A N I E S   H O U S E**