

M

COMPANIES FORM No. 400

400

Particulars of a mortgage or charge subject to which property has been acquired

Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

* Insert full name of company

To the Registrar of Companies

For official use Company number

[13]

3295063

Name of company

* West Bromwich Albion Football Club Limited (formerly WBA Limited)

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

Debenture dated 15th February 1994

Amount secured by the mortgage or charge All monies, obligations & liabilities

Names and addresses of the mortgagees or persons entitled to the mortgage or charge

The Co-operative Bank plc whose registered office is at PO Box 101, 1 Balloon Street, Manchester, M60 4EP ("the Bank")

Short particulars of the property mortgaged or charged

See attached sheet

Continue overleaf as necessary

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

Wragge & Co
55 Colmore Row
Birmingham
B3 2AS

Ref: LCH/MC

Time critical reference

For official use
Mortgage Section

Post room



PMO *P6ZYK00C* 482

COMPANIES HOUSE 31-12-96

COMPANIES HOUSE 31/12/96

Short particulars of the property mortgaged or charged (continued)

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Date of the acquisition of the property 18th December 1996

Signed John J. Evans ~~[Director]~~ [Secretary]* Date 21-12-1996

*Delete as
appropriate

NOTES

1. A description of the instrument, e.g., "Trust Deed", "Debenture", etc, as the case may be, should be given.
2. A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the mortgage or charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

Short particulars of the property mortgaged or charged

- 1 Legal mortgage over the freehold and leasehold property of the Company at the date of the Debenture (including the property comprised in title numbers WM573980 WK11019 and SF34661) and the proceeds of sale thereof together with all buildings structures and fixtures (including trade and tenant's fixtures) at any time on or in such property.
- 2 Fixed charge over the estates and interests of the Company in freehold leasehold and other immoveable property (wherever situate) at any time belonging to or charged to the Company and the proceeds of sale thereof together with all buildings structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property.
- 3 Fixed charge over the benefit of all the Company's rights present and future under covenants for title given in relation to the property referred to in paragraphs 1 and 2 above ("the Property") and the benefit of all its rights present and future against any lessee sub-lessee licensee or other occupier of the Property (including rights to rental and other income) and in each case its rights against guarantors and sureties for the obligations of such persons.
- 4 Fixed charge over the benefit of all of the Company's rights present and future under any contract for the sale letting or other disposal of the Property and any option to renew any lease or purchase or any reversion (whether freehold or not) in relation to the Property.
- 5 Fixed charge over the benefit of all the Company's rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design construction fitting out repair or replacement of the Property.
- 6 Fixed charge over the licences consents and authorisations (both public and private) present and future held by the Company in connection with any of its activities.
- 7 Fixed charge over all the Company's plant machinery vehicles computers and other equipment present and future (unless it forms part of the Company's stock in trade or work in progress) and the benefit of all its rights present and future against any person in respect of their design manufacture purchase installation repair and/or replacement.
- 8 Fixed charge over the Company's goodwill and uncalled capital.
- 9 Fixed charge over all stocks shares and other securities (including debt securities) and interests in any unincorporated business or entity present or future owned by the Company together with all rights benefits and property (including dividend and other income) offered arising or accruing or in relation thereto.
- 10 Fixed charge over all interests in and rights under policies of insurance and assurance present or future belonging to the Company and all its rights present and future to

other compensation monies from time to time payable in respect of the assets charged by the Debenture.

- 11 Fixed charge over patents trade and service marks brand and trade names copyrights design rights registered designs trade secrets know-how inventions confidential information and other intellectual property rights including the benefit of any pending applications for any of them at any time belonging to the Company including all the Company's rights under any agreements present and future relating to the use or exploitation of such rights.
- 12 Fixed charge over book and other debts of the Company present and future and all rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees indemnities liens and other encumbrances).
- 13 Floating charge over all of the Company's undertaking property and assets both present and future (including heritable and other property and assets in Scotland).

Pursuant to clause 3 of the Debenture the Company agreed that it would not without the prior written consent of the Bank create or allow to subsist any mortgage charge assignment by way of security pledge lien (save where arising by operation of law in the usual course of business) hypothecation preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture (whether ranking in priority to pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so. Further the Company agreed that it would not sell transfer assign factor or otherwise dispose of any asset charged by the Debenture without the prior consent of the Bank (except for a disposal at market value in the usual course of trading of assets charged by the floating charge in the Debenture) nor attempt nor agree to do so.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03295063

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE FOR ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER SECURED ON THE PROPERTY ACQUIRED BY WEST BROMWICH ALBION FOOTBALL CLUB LIMITED ON THE 18th DECEMBER 1996 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 1997.

M. C. Jones
M. C. JONES

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

Posr
h 11
7/1