

MG04

Application for registration of a memorandum of
satisfaction that part (or the whole) of the property charged
(a) has been released from the charge; (b) no longer forms
part of the company's property



☒ **What this form is for**
You may use this form to register a
memorandum of satisfaction where
part or the whole of the property
has a) been released from the
charge or b) ceased to form part of
the property

☒ **What this form is NOT for**
You cannot use this form to register
a memorandum of satisfaction
where part or the whole of the
property a) has been released from
the charge or b) no longer forms
part of the company's property for a
company registered in Scotland. To
do this, please use MG04s

For further information please

THURSDAY



AYVCUI0R

A28

04/03/2010

312

COMPANIES HOUSE

1	Company details	6	For official use
Company number	0 4 0 3 2 3 9 2	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	The Hull City Association Football Club (Tigers) Limited		

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate.
Date charge created	d2 d3 m1 m2 y2 y0 y1 y9	
Description 1	Guarantee and Debenture	
Date of registration 2	d1 d0 m0 m1 y2 y0 y1 y9	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	Barclays Bank PLC	
Address	1 Churchill Place	
	London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4**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 property as defined as 'Released Assets' in the Deed of Release annexed

5**Satisfaction of the property charged**

I confirm that with respect to the charge described above that ①

- ☒ part of the property
☐ the whole of the property

has ②

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the
company's property

① Please tick one box only

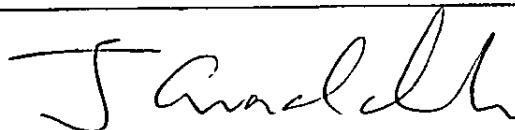
6**Signature**

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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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. The contact information you give will be visible to searchers of the public record

Contact name	Vera Kislova
Company name	Lewis Silkin LLP
Address	5 Chancery Lane Clifford's Inn
Post town	London
County/Region	
Postcode	EC4A 1BL
Country	United Kingdom
DX	182 Chancery Lane
Telephone	020 7074 8161



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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

Deed of release

relating to the Security

Dated 26 February 2010

- (1) Barclays Bank PLC
- (2) The Hull City Association Football Club (Tigers) Limited

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THIS DEED is made on *26 February* 2010

BETWEEN

- (1) **BARCLAYS BANK PLC**, a company incorporated and registered in England and Wales with company registration number 01026167 and whose registered address is at 1 Churchill Place London E14 5HP (**Lender**), and
- (2) **THE HULL CITY ASSOCIATION FOOTBALL CLUB (TIGERS) LIMITED**, a company incorporated and registered in England and Wales with company registration number 04032392 whose registered address is Kingston Communications Stadium, The Circle, Anlaby Road, Hull, Yorkshire HU3 6HU (**Borrower**)

RECITALS

- (A) Pursuant to the Security the assets of the Borrower are charged to the Lender
- (B) The Borrower has agreed to sell the Tickets to Ticketus Services 33 Limited (a company incorporated and registered in England and Wales with company registration number 06787805 whose registered office is at 8 Angel Court, London, EC2R 7HP) (**Ticketus**)
- (C) The Lender has agreed to release the Released Assets from the Security so that the Tickets can be sold to Ticketus

IT IS AGREED

1 Interpretation

1.1 The definitions and rules of interpretation in clause 1.1 apply in this Agreement

"2010 – 2011 Designated Account" the bank account at Superstadium's bank of which Ticketus' nominee(s) shall be the sole signatory as at the date the bank account is established pursuant to clause 5.1 of the Agency Agreement,

"2010 – 2011 Season" the senior mens professional football playing season (including play-off matches) of such League in which the Team shall compete during the 2010 – 2011 English domestic professional football season,

"2010 – 2011 Tickets" 6,800 season tickets for the 2010 – 2011 Season comprising the number and class of season tickets set out in Schedule 1 and, in any event, being the first Season Tickets in each of the relevant classes contained in the

	Seat Configuration up to the relevant number as specified for each class in Schedule 2 which are sold by the Borrower to any third party, whether acting as agent for Ticketus (in accordance with the terms of the Agency Agreement) or on its own behalf (and "2010 – 2011 Ticket" shall be construed accordingly), and
"2011 – 2012 Designated Account"	the bank account at Superstadium's bank of which Ticketus' nominee(s) shall be the sole signatory as at the date the bank account is established pursuant to clause 5.1 of the Agency Agreement,
"2011 – 2012 Season"	the senior mens professional football playing season (including play-off matches) of such League in which the Team shall compete during the 2011 – 2012 English domestic professional football season,
"2011 – 2012 Tickets"	7,200 season tickets for the 2011 – 2012 Season, comprising the number and class of season tickets set out in Schedule 1 and, in any event, being the first season tickets in each of the relevant classes contained in the Seat Configuration up to the relevant number as specified for each class in Schedule 2 which are sold by the Borrower to any third party, whether acting as agent for Ticketus (in accordance with the terms of the Agency Agreement) or on its own behalf (and "2011 – 2012 Ticket" shall be construed accordingly), and
"Account Proceeds"	means all amounts standing to the credit of the Designated Accounts,
"Assigned Agreements"	means the Agency Agreement and the Sale and Purchase Agreement,
"Agency Agreement"	the agreed form agency agreement to be entered into between the Borrower and Ticketus,
"Designated Accounts"	the 2010 – 2011 Designated Account and the 2011 – 2012 Designated Account (and "Designated Account"

shall be construed accordingly),

"Encumbrance"

any mortgage, charge (fixed or floating), debenture, pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, howsoever created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect (and "Encumbrances" shall be construed accordingly),

"Licence"

the commercial agreement entered in to by Superstadium and the Borrower in 2002 and pursuant to which Superstadium grants certain rights to the Borrower to use the Stadium on the terms set out in the agreement,

"Matches"

all home League games which are scheduled by the appropriate Governing Body to be played at the Stadium by the Team during a Season,

"Multiple Match Tickets"

a ticket granting the purchaser the right to attend at more than one Match but which is not a Season Ticket,

"Released Assets"

the Tickets, Season Tickets, Ticket Proceeds, Designated Accounts, Account Proceeds, Licence and the Assigned Agreements,

"Sale and Purchase Agreement"

the agreed form agreement relating to the sale and purchase of the Tickets, to be entered into between the Borrower and Ticketus,

"Season"

the 2010 - 2011 Season or the 2011 - 2012 Season as the case may be (and "Seasons" shall be construed accordingly),

"Season Ticket"

a ticket that grants the holder access to and the right to occupy a specific seat in the Stadium for all Matches without additional charges for such access or right (and

	"Season Tickets" shall be construed accordingly),
"Seat Configuration"	the location and category of season tickets within the Stadium as set out in Schedule 2,
"Security"	the guarantee and debenture in favour of Barclays Bank plc created on 23 December 2009 and registered at Companies House on 10 January 2010 securing all monies due or to become due from the Borrower and/or all or any of the companies named in the guarantee and debenture to Barclays Bank PLC on any account whatsoever and secured with a fixed and floating charge over the undertaking and all property and assets present and future, including goodwill, book debts, uncalled capital, buildings, fixtures, fixed plant & machinery,
"Stadium"	the property and football stadium and other erections and buildings thereon erected and built known as Kingston Communications Stadium, The Circle, Walton Street, Anlaby Road, Hull, Yorkshire HU3 6HU,
"Superstadium"	Superstadium Management Company Limited, a company registered in England and Wales with company registration number 04179402 and whose registered office is at Kingston Communications Stadium, The Circle, Anlaby Road, Hull, Yorkshire HU3 6HU,
"Ticket Proceeds"	proceeds received by the Borrower from the sale of the Season Tickets,
"Tickets"	the 2010 – 2011 Tickets and the 2011 – 2012 Tickets (and "Ticket" shall be construed accordingly),
"Transaction Documents"	the Sale and Purchase Agreement and the Agency Agreement,

2 Release

The Lender hereby unconditionally and irrevocably

- 2 1 1 releases the Released Assets to the Borrower free from any Encumbrance created by the Security,
- 2 1 2 reassigns to the Borrower any Released Assets assigned to the Lender by way of security under the Security,
- 2 1 3 discharges the Borrower from all its obligations under the Security in respect of the Released Assets, and
- 2 1 4 consents to the disposals, licences and other transactions contemplated by the Transaction Documents,

3 Further Assurance

- 3 1 The Lender hereby acknowledges and agrees that the Lender has reviewed the Transaction Documents
- 3 2 The Lender hereby warrants and represents to the Borrower and to Ticketus that the Lender has the requisite authority to release the Released Assets from the Security
- 3 3 The Lender agrees, at the cost of the Borrower, to execute all such documents and do all such acts and things as the Borrower may, at any time after the date of this Deed, reasonably require to give effect to the provisions of this Deed

4 Consent To Sale

- 4 1 The Lender hereby consents to the sale of the Tickets to Ticketus free from any restriction or floating charge contained in the Security or otherwise and confirms that
 - 4 1 1 the Lender is not aware of any event which has resulted in the crystallisation of the floating charge created pursuant to the Security,
 - 4 1 2 the Lender has not taken any action which has resulted in the crystallisation of the floating charge created pursuant to the Security, and
 - 4 1 3 the Lender is not aware of any event occurring and has not taken any action which could result in the crystallisation of the floating charge created pursuant to the Security

5 Governing Law And Jurisdiction

- 5 1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales
- 5 2 The parties to this Deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this Deed. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more

jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

6 Counterparts

This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original but all counterparts together constitute one and the same instrument. Delivery of a counterpart of this Deed by email attachment or telecopy shall be an effective mode of delivery.

This document has been signed as a deed and delivered on the date first above written

Schedule 1- The Tickets

Area and Type of Ticket	Season - 2010-11								Ticketus Cost (Net of VAT, £)
	Ticketus no of seats (#)				Ticketus Price (Net of VAT, £)				
	A1	A2	A3	A4	A1	A2	A3	A4	
Adult	107	100	110	352	£329	£346	£364	£390	£247,096
Young Adult 16 - 22	5	12	5	22	£217	£230	£243	£260	£10,767
Senior	70	57	45	86	£199	£208	£217	£230	£55,282
Disabled	5	5	4	5	£199	£208	£217	£230	£4,050
Junior 11 - 15	6	5	5	42	£199	£208	£217	£230	£12,959
Junior 10 and under	5	7	6	36	£87	£87	£87	£130	£6,237
			Total	1,102				Total	£336,390
Adult	4	4	38	13	£303	£320	£338	£355	£19,949
Young Adult 16 - 22	1	-	4	-	£217	£230	£243	£251	£1,187
Senior	2	1	6	3	£199	£204	£208	£212	£2,486
Disabled	1	-	-	-	£199	£204	£208	£212	£199
Junior 11 - 15	1	3	26	11	£87	£87	£87	£87	£3,551
Junior 10 and under	1	3	25	14	£22	£22	£22	£22	£931
			Total	161				Total	£28,304
Adult	185	72	45	104	£329	£346	£364	£390	£142,752
Young Adult 16 - 22	15	7	3	4	£217	£230	£243	£260	£6,622
Senior	218	41	22	32	£199	£208	£217	£230	£64,065
Disabled	5	2	1	-	£199	£208	£217	£230	£1,628
Junior 11 - 15	11	3	3	7	£199	£208	£217	£230	£5,072
Junior 10 and Under	5	5	4	6	£87	£87	£87	£130	£1,992
			Total	800				Total	£222,132
Adult	83	60	64	31	£303	£320	£338	£355	£77,024
Young Adult 16 - 22	26	15	9	2	£217	£230	£243	£251	£11,759
Senior	20	18	12	11	£199	£204	£208	£212	£12,478
Disabled	4	1	1	-	£199	£204	£208	£212	£1,208
Junior 11 - 15	36	29	48	31	£87	£87	£87	£87	£12,473
Junior 10 and under	6	11	43	33	£22	£22	£22	£22	£2,014
			Total	594				Total	£116,956

<i>Adult</i>	308	92	87	166	£286	£303	£320	£346	£201,334
<i>Young Adult 16 - 22</i>	103	10	12	24	£160	£173	£186	£204	£25,358
<i>Senior</i>	93	48	32	38	£143	£152	£160	£173	£32,279
<i>Disabled</i>	10	8	3	6	£143	£152	£160	£173	£4,162
<i>Junior 11 - 15</i>	13	11	13	33	£143	£152	£160	£173	£11,326
<i>Junior 10 and Under</i>	4	4	7	20	£87	£87	£87	£130	£3,898
			Total	1,145				Total	£278,358

<i>Adult</i>	73	31	29	14	£243	£290	£308	£333	£40,288
<i>Young Adult 16 - 22</i>	26	6	5	3	£160	£173	£186	£204	£6,748
<i>Senior</i>	19	7	5	4	£143	£152	£160	£173	£5,271
<i>Disabled</i>	3	2	-	1	£143	£152	£160	£173	£905
<i>Junior 11 - 15</i>	26	17	21	12	£87	£87	£87	£87	£6,583
<i>Junior 10 and under</i>	9	3	20	15	£22	£22	£22	£22	£1,018
			Total	351				Total	£60,813

<i>Adult</i>	827	270	179	201	£295	£312	£329	£355	£458,063
<i>Young Adult 16 - 22</i>	117	66	53	70	£169	£182	£195	£208	£56,650
<i>Senior</i>	144	45	27	24	£152	£160	£169	£182	£37,966
<i>Disabled</i>	16	8	7	5	£152	£160	£169	£182	£5,799
<i>Junior 11 - 15</i>	47	37	36	37	£152	£160	£169	£182	£25,865
<i>Junior 10 and Under</i>	8	23	11	10	£87	£87	£87	£130	£4,937
			Total	2,268				Total	£589,282

<i>Adult</i>	72	49	24	14	£243	£290	£308	£333	£43,731
<i>Young Adult 16 - 22</i>	22	15	7	2	£169	£182	£195	£208	£8,225
<i>Senior</i>	11	7	3	4	£152	£160	£169	£182	£4,024
<i>Disabled</i>	2	-	-	-	£152	£160	£169	£182	£303
<i>Junior 11 - 15</i>	36	28	21	16	£87	£87	£87	£87	£8,749
<i>Junior 10 and Under</i>	7	10	16	13	£22	£22	£22	£22	£996
			Total	379				Total	£66,027

Sub-
total 6,800

Sub-
total ex
VAT £1,698,262
Sub-
total inc
VAT £1,995,458

Area and Type of Ticket	Season - 2011-12								Ticketus Cost (Net of VAT, £)
	Ticketus no of seats (#)				Ticketus Price (Net of VAT, £)				
	A1	A2	A3	A4	A1	A2	A3	A4	
Adult	119	108	170	210	£306	£322	£338	£362	£204,654
Young Adult 16 - 22	5	13	7	13	£201	£213	£225	£241	£8,494
Senior	77	62	70	52	£185	£193	£201	£213	£51,397
Disabled	6	5	6	3	£185	£193	£201	£213	£3,923
Junior 11 - 15	7	5	8	25	£185	£193	£201	£213	£9,202
Junior 10 and under	6	8	10	22	£80	£80	£80	£121	£4,587
	Total								£282,257
Adult	5	4	59	8	£282	£298	£314	£330	£23,755
Young Adult 16 - 22	1	0	6	0	£201	£213	£225	£233	£1,553
Senior	2	1	9	2	£185	£189	£193	£197	£2,692
Disabled	1	0	0	0	£185	£189	£193	£197	£185
Junior 11 - 15	1	3	41	6	£80	£80	£80	£80	£4,104
Junior 10 and under	1	3	38	8	£20	£20	£20	£20	£1,006
	Total								£33,295
Adult	205	78	69	62	£306	£322	£338	£362	£133,566
Young Adult 16 - 22	16	8	5	2	£201	£213	£225	£241	£6,534
Senior	242	45	35	19	£185	£193	£201	£213	£64,574
Disabled	6	2	1	0	£185	£193	£201	£213	£1,698
Junior 11 - 15	13	3	4	4	£185	£193	£201	£213	£4,643
Junior 10 and Under	5	5	7	3	£80	£80	£80	£121	£1,730
	Total								£212,746
Adult	92	64	99	19	£282	£298	£314	£330	£82,306
Young Adult 16 - 22	29	16	14	1	£201	£213	£225	£233	£12,634
Senior	22	19	19	6	£185	£189	£193	£197	£12,517
Disabled	4	1	1	0	£185	£189	£193	£197	£1,123
Junior 11 - 15	40	31	74	18	£80	£80	£80	£80	£13,117
Junior 10 and under	7	12	66	19	£20	£20	£20	£20	£2,092
	Total								£123,789
Adult	342	100	135	99	£266	£282	£298	£322	£191,047
Young Adult 16 - 22	115	11	19	14	£149	£161	£173	£189	£24,825
Senior	103	52	49	23	£133	£141	£149	£161	£31,995
Disabled	11	8	5	3	£133	£141	£149	£161	£3,814
Junior 11 - 15	14	12	20	20	£133	£141	£149	£161	£9,745
Junior 10 and Under	4	4	11	12	£80	£80	£80	£121	£2,977
	Total								£264,404

Adult	82	34	45	9	£225	£270	£286	£310	£43,285
Young Adult 16 - 22	29	6	8	2	£149	£161	£173	£189	£7,045
Senior	21	8	8	3	£133	£141	£149	£161	£5,589
Disabled	4	2	0	1	£133	£141	£149	£161	£974
Junior 11 - 15	29	18	32	7	£80	£80	£80	£80	£6,921
Junior 10 and under	10	3	31	9	£20	£20	£20	£20	£1,066
Total	401							Total	£64,880

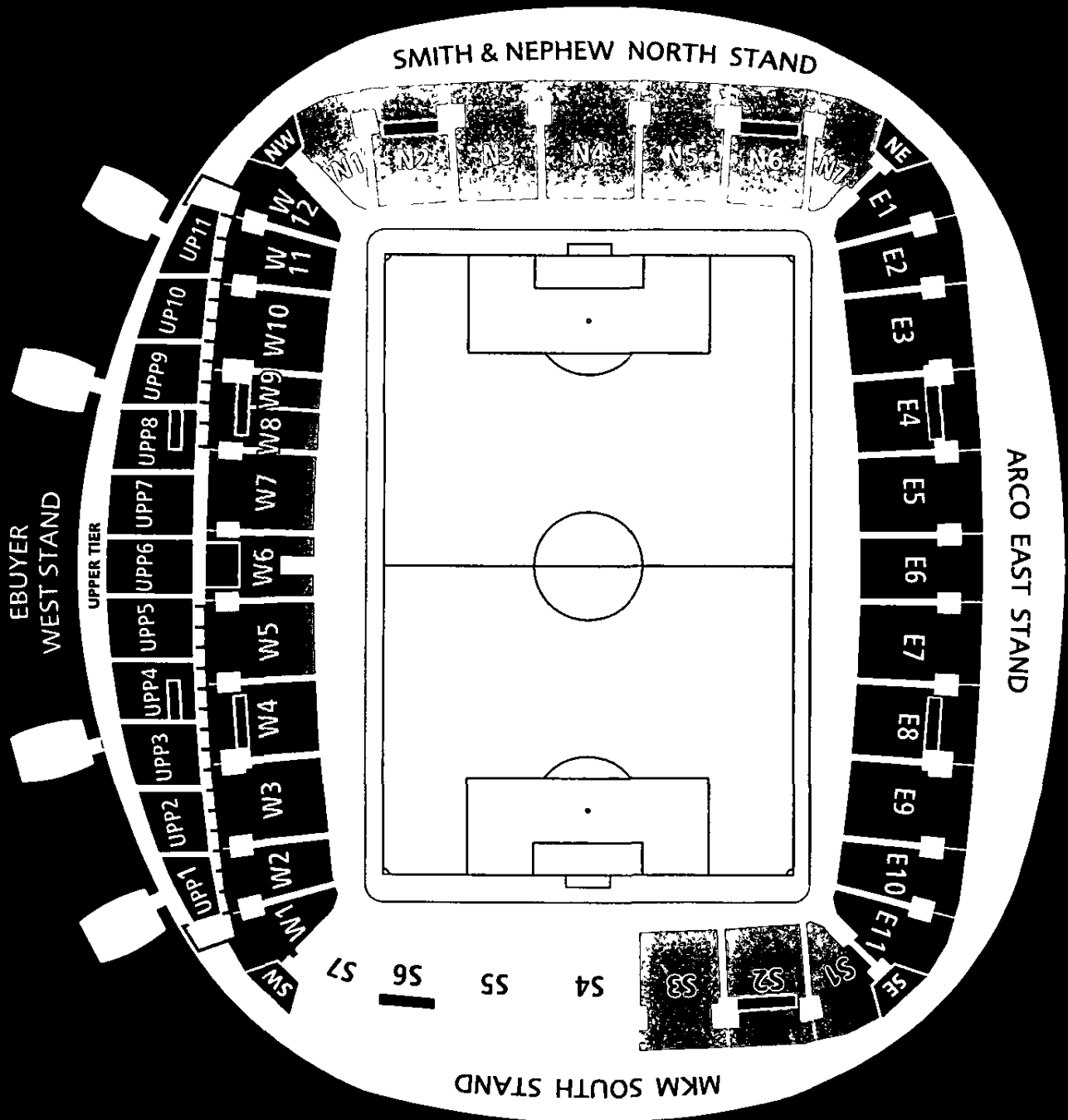
Adult	919	291	277	120	£274	£290	£306	£330	£460,038
Young Adult 16 - 22	130	71	81	42	£157	£169	£181	£193	£55,175
Senior	160	48	42	14	£141	£149	£157	£169	£38,634
Disabled	17	8	11	3	£141	£149	£157	£169	£5,818
Junior 11 - 15	52	40	56	22	£141	£149	£157	£169	£25,783
Junior 10 and Under	9	25	17	6	£80	£80	£80	£121	£4,828
Total	2,461							Total	£590,277

Adult	80	53	37	8	£225	£270	£286	£310	£45,362
Young Adult 16 - 22	25	16	11	1	£157	£169	£181	£193	£8,812
Senior	13	7	5	3	£141	£149	£157	£169	£4,164
Disabled	2	0	0	0	£141	£149	£157	£169	£282
Junior 11 - 15	40	30	32	10	£80	£80	£80	£80	£9,013
Junior 10 and Under	8	10	25	8	£20	£20	£20	£20	£1,026
Total	424							Total	£68,658

Sub-
total 7,200

Sub-
total ex
VAT £1,640,306
Sub-
total inc
VAT £1,927,359

	Ticketus no. of seats (#)	Ticketus Cost (Net of VAT)	Ticketus Cost (Gross of VAT)
PURCHASE GRAND TOTAL	14,000	£ 3,338,568	£ 3,922,817



West Stand Upper

West Stand Lower

East Stand

South Stand

South Stand

West Stand
Upper Family

West Stand
Lower Family

East Stand
Family

South Stand
Family

North Stand

Corporate Seating

Executed as a deed by)

for and on behalf of)

BARCLAYS BANK PLC)

In the presence of)

Name of witness)

Address of witness)

Occupation)

.. St Luky

CLARE LOSTY

BARCLAYS BANK
1 CHURCHILL PLACE
LONDON E14 5HP

BANKER

Executed and delivered as a deed by)

(NAME OF DIRECTOR)

.. [SIGNATURE]

acting for and on behalf of)

THE HULL CITY ASSOCIATION)

FOOTBALL CLUB (TIGERS))

LIMITED)

In the presence of)

Name of witness)

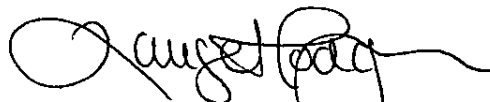
Address of witness)

Occupation)

Executed as a deed by)
)
for and on behalf of)
BARCLAYS BANK PLC)
)
In the presence of)
Name of witness)
Address of witness)
)
)
)
Occupation)

Executed and delivered as a deed by)
JAMES CRADOCK (NAME OF DIRECTOR))
acting for and on behalf of)
THE HULL CITY ASSOCIATION)
FOOTBALL CLUB (TIGERS))
LIMITED)
In the presence of)
Name of witness)
Address of witness)
)
)
)
Occupation)


(SIGNATURE)


LOUISE HUXSON
23 LOWTHORPE LANE
NAFFERTON
E YORKSHIRE YO25 4JX
PA TO THE CHAIRMAN