

MG01

Particulars of a mortgage or charge

270896/413



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



WEDNESDAY

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 limited liability
company. To do this, please use
form MG01s

A15
AXSOHYIW
19/10/2011 325
COMPANIES HOUSE
www.companieshouse.gov.uk

1 Company details

Company number: 0 0 0 2 7 3 1 8

Company name in full: Birmingham City Football Club PLC (the "**Company**")

28 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: d1 d3 m1 m0 y2 y0 y1 y1

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: Debenture (the "**Debenture**")

4 Amount secured

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

Amount secured

Amount Secured

As specified in the continuation page to this form

Definitions

All capitalised terms used are defined in the Appendix to
this form

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

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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 HSBC Bank PLC ("the **Bank**")

Address 8 Canada Square

London

Postcode 0 0 0 1 4 2 5 9

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 See continuation sheet

for Deeds

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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

Nil

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 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)

9 Signature

Please sign the form here

Signature

Signature

X

EVERHARD LLP

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 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 **Andrew Jordan**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 1243**



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 mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The amount secured by the Debenture is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank ("the Debt")</p> <p>This includes but is not limited to;</p> <ul style="list-style-type: none">(a) overdrafts, loans or other facilities and further advances of money;(b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities;(c) discount, commission and other lawful charges and expenses,(d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;(e) money agreed to be paid by the Company under Clause 25 of the Debenture	

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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>Fixed Charges</p> <p>The Company, with full title Guarantee, and as security for the payment and discharge of the Debt, charges:-</p> <p>(a) By way of legal mortgage, all freehold (including commonhold) and leasehold land now vested in the Company together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part I of the First Schedule below subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule below.</p> <p>(b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule below.</p> <p>(c) By way of first fixed charge (except as already charged above) -</p> <p>(i) All the present and future right, title and interest of the Company in or to any freehold (including the commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it.</p> <p>(ii) All chattels now or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage of fixed charge by this Debenture</p> <p>(iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company</p> <p>(iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated now or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts") This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.</p> <p>(v) Any credit balance on any account of the Company with the Bank.</p> <p>(vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person.</p> <p>(vii) All goodwill and uncalled capital for the time being of the Company</p> <p>(viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

or subsidiary undertaking of the Company) In addition,

(a) all rights to subscribe to or convert other securities into or otherwise acquire such securities now or at any time afterwards belonging to the Company,

(b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidentally to, any of these (together with any securities mentioned in the Second Schedule below, collectively called, the "securities")

(ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property")

(x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in Clause 8(a) of the Debenture.

(xi) All rights and other property to which the company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.

(xii) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.

(xiii) The proceeds of sale of any property mentioned above.

Floating Charge

By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

Conversion into fixed charge

The Bank may, by notice in writing to the Company, convert the floating charge in respect of such of the property of the Company as may be specified in such notice. It may do so,

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Short particulars

- (i) if on the happening of any of the events in Clause 11 of the Debenture, or
- (ii) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security now created in respect of it, is otherwise in jeopardy.

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing.

Negative Pledge

The Company shall not, except with the prior written consent of the Bank -

- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than this Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule below, or
- (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or
- (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way to deal with, all or any of the debts except as expressly allowed by this Debenture, or
- (d) part with, hire, lend, sell, assign or dispose of all, or part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of it, the remainder of the charged property.

Definitions

All capitalised terms used in part 6 of this form are defined in the Appendix to this form

First Schedule

Part 1

Registered Title

WM679958 - Freehold land on the north side of Cattell Road and land on the west side of Tilton Road, Small Heath

WM718999 - Freehold land on the south side of St. Andrews Street, Birmingham

WM681449 - Freehold land lying to north east side of Coventry Road

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WM683306 - Freehold land on the north side of Cattell Road and land on the west side of Tilton Road, Small Heath

WM681450 - Freehold land to the south west of Garrison Lane

WM205611 - Freehold land and buildings on the north side of Coventry Road and Cattell Road, on the west side of Tilton Road and on the south side of Garrison Lane, Small Heath

WR56688 - Leasehold Land being West Hills Playing Fields, Washill Lane, Kings Norton

Unregistered Title

None

Part 2

None

Second Schedule

None

Appendix

Definitions and Construction

Definitions

In this form and its Appendices the following definitions apply:

"**Bank**" means HSBC Bank PLC (company number 00014259) whose registered office is at 8 Canada Square, London E14 5HQ

"**Company**" means Birmingham City Football Club PLC (company number 00027318) whose registered office is at St Andrews Stadium, Small Heath, Birmingham B9 4NH

"**Debenture**" means a Debenture dated 13 October 2011 and made between (1) the Company and (2) the Bank

"**Debt**" means all monies and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank

"**Finance Documents**" means such other deeds and documents (including the Debenture and any deed or agreement regulating priorities) as have been or are to be entered into in connection with or pursuant to the Debt and "Finance Document" shall mean any one of them.

"**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

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effect

Construction

In this form and its Appendices the following applies:

- 1 "assets" includes present and future properties, revenues, rights and interests of every kind and reference to an "asset" includes any part or parts of such asset,
- 2 the "Bank" and the "Company" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
3. where something (or a list of things) is introduced by the word "including", or by the phrase "in particular", or is followed by the phrase "or otherwise", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
- 4 references to any Security "created by the Debenture" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession,
5. a "Finance Document" or a "Transaction Document" or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
6. "guarantee" includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 7 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 8 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether

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amended or re-enacted since the date of the Debenture).



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

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

COMPANY NO. 27318
CHARGE NO. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 OCTOBER
2011 AND CREATED BY BIRMINGHAM CITY FOOTBALL CLUB
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO HSBC BANK PLC (THE BANK) 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 19 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES