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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

157881/10

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

For official use

Company number

[3][8][1]

00040946

Name of company

* MANCHESTER CITY FOOTBALL CLUB PLC (THE "CLUB")

Date of creation of the charge

6 AUGUST 2004

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

SUPPLEMENTAL DEBENTURE (THE "SUPPLEMENTAL DEBENTURE")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

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

MANCHESTER CITY INVESTMENTS LIMITED (THE "ISSUER")
CITY OF MANCHESTER STADIUM
SPORTCITY
MANCHESTER
Postcode M11 3FF

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

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester, M1 5ES

C/PR/815146

Time critical reference

For official Use
Mortgage Section

Post room



A14
COMPANIES HOUSE

0694
21/08/04

CHFP025

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

*insert full name of Company

7

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

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)

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed P. Roberts
FOR EVERSHEDS LLP

Date 20 August 2004

On behalf of [company] [~~XXXXXXXXXXXX~~ mortgagor/chargee]

† delete as appropriate

Notes

- 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 included 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:-

Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE
MANCHESTER CITY FOOTBALL CLUB PLC
(COMPANY NUMBER: 00040946)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All monies, debts and liabilities which may at any time be or become due, owing or incurred, actually or contingently by the Club to the Issuer under the Stadium Loan Agreement and any other Relevant Documents (as defined below).

Definitions

“Master Definitions and Interpretation Schedule” the master definitions and interpretation schedule entered into on 28 October 2002 (as amended and restated on 1 August 2003) between the Co-operative Bank Plc, the Trustee, Manchester City Football Club Plc, the Issuer, the Parent and the Investors named therein.

“Relevant Documents” in relation to any person, the Transaction Documents to which the person is expressed to be a party.

“Stadium Loan Agreement” the loan agreement dated 28 October 2003 made between the Club, the Parent, the Trustee and the Issuer, as amended and restated on 1 August 2003.

“The Parent” Manchester City Plc.

“The Trustee” Prudential Trustee Company Limited.

“Transaction Documents” means the Administration Agreement, the Cash Management Agreement, the Conditions, the Deed of Subordination, the Inter-Creditor Deed, the Issuer Deed of Charge, the Mandates, the Notes, the Note Purchase Agreement, the Further Note Purchase Agreement, the Registrar and Paying Bank Agreement, the Security Documents, the Stadium Loan Agreement, the Tax Deed of Covenant, the Trust Deed and the Trustee Fee Letter, (as each term is defined in the Master definitions and Interpretation Schedule) and **“Transaction Document”** means any one of them.

APPENDIX TWO
MANCHESTER CITY FOOTBALL CLUB PLC
(COMPANY NUMBER: 00040946)

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

The Club charges with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as security for the payment or discharge of all the Secured Club Obligations (as defined in appendix one to this form) and all its other obligations under the Supplemental Debenture in favour of the Issuer, by way of first legal mortgage the Property (as defined below) together with all buildings, fixtures (excluding landlord's fixtures but including other trade fixtures other than, in the case of property which is let to a third party, any tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time.

Assignment by way of security

To the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2.1 (*Mortgage*) of the Supplemental Debenture, the Club assigns and agrees to assign absolutely with full title guarantee to the Issuer (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Club Obligations, all of its right, title and interest to, in and under and present and future:

1. agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given to the Club in respect of the Property;
2. licences in relation to the Property;
3. rental income and disposal proceeds in each case relating to the Property and the right to make demand for and receive the same; and
4. insurance policies relating to the Property and all proceeds paid or payable thereunder.

Fixed security

To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 2.1 (*Mortgage*) of the Supplemental Debenture or effectively assigned pursuant to clause 2.2 (*Assignment by way of security*) of the Supplemental Debenture, the Club charges with full title guarantee in favour of the Issuer, with the payment and discharge of the Secured Club Obligations, by way of first fixed charge, all present and future assets which are specified in clause 2.2 (*Assignment by way of security*) of the Supplemental Debenture.

NOTE

FILE COPY



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

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

COMPANY No. 00040946

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 6th AUGUST 2004 AND CREATED BY MANCHESTER CITY FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MANCHESTER CITY INVESTMENTS LIMITED (THE ISSUER) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd SEPTEMBER 2004.

M.W.
P.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES