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COMPANIES FORM No. 395

Particulars of a mortgage or charge

129277/10

395

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

CHFP025

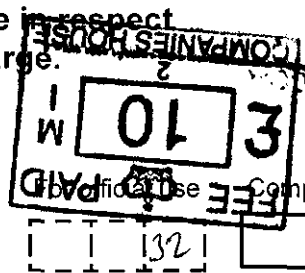
Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



Official Use Company number
40946

Name of company

* Manchester City Football Club plc (the "Assignor")

Date of creation of the charge

24 June 2004

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

Assignment (the "Assignment")

Amount secured by the mortgage or charge

Please see the attached schedule 1

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

SINGER & FRIEDLANDER LIMITED
21 New Street, Bishopsgate, London
(the "Bank")
Postcode EC2M 4HR

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

Taylor Wessing
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

SWL

Time critical reference
SFL-4-71-Assignment

For official Use
Mortgage Section

Post room



A08
COMPANIES HOUSE

0523
01/07/04

Short particulars of all the property mortgaged or charged .

Please see the attached schedule 2

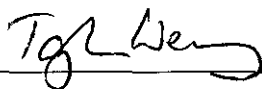
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 24 June 2004

On behalf of ~~[company]~~ [mortgagee/chargee]

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

† 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

SCHEDULE 1

Amount secured by the Assignment

All monies and liabilities of the Assignor owed or expressed to be owed to the Bank, whether or not originally owed to the Bank and whether or not owed jointly or severally, as principal or surety or in any other capacity (the "**Secured Liabilities**").

SCHEDULE 2

Short particulars of all the property mortgaged or charged

In consideration of the Bank making or continuing to make facilities available or otherwise giving credit or granting or continuing other banking services or facilities to the Assignor, the Assignor with full title guarantee assigned absolutely to the Bank and in the Bank's favour all its right, title and interest in and to the Premier League Payments.

NOTE

The Assignment contains, inter alia, the following restrictions:

The Assignor will not, except with the prior written consent of the Bank:

- (a) dispose or purport to dispose of any interest in or grant any right over any Assigned Property; or
- (b) create, agree to create or allow to remain outstanding any Encumbrance (other than a Permitted Encumbrance) over any Assigned Property.

DEFINITIONS

In this schedule:

"Assigned Property" means all property assigned by the Assignment;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"FAPL" 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;

"FAPL Rules" means the constitutional documents of the FAPL from time to time in force;

"Permitted Encumbrance" means:

- (a) any Encumbrance in favour of the Bank and

- (b) the debenture dated 28 October 2002 and supplemental debenture dated 1 August 2003 in favour of Manchester City Investments Limited;

"Premier League Payments" means all amounts (including VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired by the Assignor from the FAPL for the 2004/2005 association football season in relation only to the "Basic Award Fund" pursuant to Rule C.34.1 of the FAPL Rules arising from or relating to the provision by the FAPL clubs of rights to the FAPL 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.

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 AN ASSIGNMENT DATED THE 24th JUNE 2004 AND CREATED BY MANCHESTER CITY FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 2004.

P. Ken.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —