

235746/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk


What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge without an instrument. Use form MR02 for further information please



A08 06/07/2015 #222
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details

Company number: 0 2 5 7 0 5 0 9

Company name in full: MANCHESTER UNITED LIMITED

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 Charge creation date

Charge creation date: d 2 6 m 0 6 y 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name: BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED
(as 'Security Trustee')

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Particulars of a charge

4	Description Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	Leasehold property known as Land lying to the West of Sir Matt Busby Way, Manchester registered at HM Land Registry under title number GM943124 Freehold property known as Land and buildings on the East and West sides of Warwick Road, Manchester registered at HM Land Registry under title number GM36528 Freehold property known as Land on the South Side of Trafford Park Road, Manchester registered at HM Land Registry under title number GM764319 and those assets listed in Schedule 1 of the instrument For more details please refer to the instrument	
5	Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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Particulars of a charge

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

¹This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here


Signature

Signature

X *Allen & Avery LP* 03/07/2015 X
on behalf of the Security Trustee


This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Hannah Gates
Company name	Allen & Overy LLP
Address	One Bishops Square
	London
Post town	
County/Region	
Postcode	E 1 6 A D
Country	United Kingdom
DX	
Telephone	0203 088 0000

 **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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form.
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy


 **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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2570509

Charge code: 0257 0509 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2015 and created by MANCHESTER UNITED LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2015.

A large, handwritten signature in black ink, appearing to be a stylized 'P'.

Given at Companies House, Cardiff on 13th July 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Except for material redacted pursuant to s859G of the Companies Act 2006 I certify that this is a correct copy of the original document

Allen & Overy LLP
Allen & Overy LLP
Date 02/07/2015

SUPPLEMENTAL MORTGAGE

26 JUNE 2015

MANCHESTER UNITED LIMITED

and

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

This Mortgage Agreement (the Agreement) is entered into subject to the terms of the Supplemental Debenture dated on or about the date of this Agreement made between amongst others, Red Football Limited (1), Red Football Junior Limited (2), Manchester United Limited (3), Manchester United Football Club Limited (4), MU Finance Plc (5) and Bank of America Merrill Lynch International Limited.

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THIS DEED is dated 26 June 2015

BETWEEN.

- (1) **MANCHESTER UNITED LIMITED** registered in England and Wales with company number 2570509 (the Company), and
- (2) **BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED** as Security Trustee (the Security Trustee)

BACKGROUND

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. DEFINITIONS

In this Deed.

Mortgaged Property means:

- (a) the property specified in Schedule 1 (Details Of Mortgaged Property), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

Related Rights means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

1.1 Interpretation

Unless a contrary indication appears, terms used in this Mortgage or in any notice given under or in connection with this Mortgage will have the same meaning as in the Debenture.

2. MORTGAGE

The Company hereby charges with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

3. ASSIGNMENT

The Company hereby assigns with full title guarantee to the Security Trustee as security trustee for the Secured Parties (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2 (Mortgage) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under this Mortgage) entered into by or given to the Company in respect of the Mortgaged Property including all.
 - (i) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to), and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, subcontractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Mortgaged Property.

4. FIXED SECURITY

The Company hereby charges with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 2 (Mortgage) or assigned pursuant to Clause 3 (Assignment) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Mortgaged Property

5. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (Fixed Security).
- (b) It shall be implied in respect of Clause 4 (Fixed Security) that the Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

6. APPLICATION TO THE LAND REGISTRY

The Company consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time

being of the charge dated 26 June 2015 in favour of the chargee referred to in the charges register or their conveyancer."

7. FURTHER ADVANCES

- (a) Each Lender is under an obligation to make further Advances available to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- (b) The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges register of any registered land forming part of the Mortgaged Property

8. RELEASE OF SECURITY

8.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make or provide other financial accommodation to the Company or any other person under any agreement between the Security Trustee and the Company, the Security Trustee shall, at the request and cost of the Company, release and cancel the security constituted by this Mortgage and procure the reassignment to the Company of the property and assets assigned to the Security Trustee pursuant to this Mortgage, in each case subject to Clause 8.2 (Avoidance of Payments) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees

8.2 Avoidance of Payments

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Company under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

9. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

10. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Chargor	County and District/London Borough	Description of Property	Title Number	Freehold/Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land lying to the west of Sir Matt Busby Way, Manchester	GM943124	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the East and West sides of Warwick Road, Manchester	GM36528	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the South side of Trafford Park Road, Manchester	GM764319	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the West side of Sir Matt Busby Way, Manchester	GM716741	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the South side of Trafford Park Road, Manchester	GM315377	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the North side of United Road, Old Trafford, Manchester	GM182941	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the North side of United Road, Old Trafford, Manchester	GM182940	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land on South side of United Road, Old Trafford, Manchester	GM580474	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the North West side of United Road, Old Trafford, Manchester	GM690578	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land lying to the South of Westinghouse Road, Manchester	GM775363	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the East side of Warwick Road North, Old Trafford, Manchester	GM361564	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land lying to the East of Sir Matt Busby Way, Manchester	GM764326	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way,	GM381809	Freehold

Manchester United Limited	Greater Manchester/Trafford	Trafford Park, Manchester Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381810	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land lying to the South East of John Gilbert Way, Trafford Park, Manchester	GM381811	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381812	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381813	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land lying to the South East side of John Gilbert Way, Trafford Park, Manchester	GM381814	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381815	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land on the North side of Trafford Park Road, Trafford Park, Manchester	GM764331	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the South West side of Trafford Wharf Road and on the North East side of Trafford Park Road, Manchester	GM77824	Freehold
Manchester United Limited	Greater Manchester/Salford	Land on the West side of Littleton Road, Salford	GM397780	Freehold
Manchester United Limited	Greater Manchester/Salford	Land on the West side of Lower Broughton Road, Salford	LA165439	Freehold
Manchester United Limited	Greater Manchester/Trafford	Old Trafford Football Stadium, Sir Matt Busby Way, Manchester (M16 ORA)	MAN26591	Freehold
Manchester United Limited	Greater Manchester/Salford	Land known as the Cliff, Lower Broughton Road, Broughton, Salford	MAN26597	Freehold

Manchester United Limited	Greater Manchester/Trafford	(M7 2HU) Land on the north side of United Road, Old Trafford	GM823707	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land on the north side of United Road, Old Trafford	GM834978	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land on the north side of United Road, Old Trafford	GM824185	Freehold
Manchester United Limited	Greater Manchester/Trafford	26 Warwick Road North and 10 and 12 Railway Road	LA207506	Freehold

SIGNATORIES

EXECUTED as a DEED

by **MANCHESTER UNITED LIMITED**

acting by an authorised signatory

[REDACTED UNDER THE
COMPANIES ACT 2006]

Signature of authorised signatory

ED WOODWARD

Name of authorised signatory

in the presence of

[REDACTED UNDER THE
COMPANIES ACT 2006]

Signature of witness

MARY JANE DALTON

Name of Witness (in block capitals)

[REDACTED UNDER THE
COMPANIES ACT 2006]

Address of witness

EXEC ASSISTANT

Occupation of witness

The Security Trustee

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

By:

Address:

Attention:

SIGNATORIES

EXECUTED as a DEED

by MANCHESTER UNITED LIMITED

acting by an authorised signatory

_____ Signature of authorised signatory

_____ Name of authorised signatory

in the presence of

_____ Signature of witness

_____ Name of Witness (in block capitals)

_____ Address of witness

_____ Occupation of witness

The Security Trustee

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

By [REDACTED] Kevin Day
UNDER THE [REDACTED] Vice President
Address: COMPANIES [REDACTED UNDER THE COMPANIES]
ACT 2006] ACT 2006]
Attention [REDACTED]

ATT: EMEA AGENCY