

235739/13.

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](http://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 where the instrument is not a charge instrument. Use form MR02.

MONDAY



A08 \*A4B35Z41\* 06/07/2015 #227  
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 it is 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  
10  
→ 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: 2 6 0 6 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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**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

Freehold property known as Land and buildings on the South Side of Westinghouse Road, Trafford Park, Stretford registered at HM Land Registry under title number GM9267

Freehold property known as Land on the South Side of Trafford Park Road, Stretford registered at HM Land Registry under title number GM819988

Freehold property known as 6 Moss Green, Carrington, Manchester M31 4BE registered at HM Land Registry under title number GM820911 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

**Yes**

**No**

**6**

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

**Yes** Continue

**No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

**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

**Yes**

**No**

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**Trustee statement** <sup>1</sup>

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

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

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**Signature**

Please sign the form here

Signature

Signature

X *Allen & Levery LLP* 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2570509

Charge code: 0257 0509 0010

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

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

**MORTGAGE**

**26 JUNE 2015**

**MANCHESTER UNITED LIMITED**

**and**

**BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED**

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THIS DEED is dated 16 June 2015

**BETWEEN**

- (1) **MANCHESTER UNITED LIMITED** registered in England and Wales with company number 2570509 (the **Company**), and
- (1) **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 under 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**

<b>Chargor</b>	<b>County and District/London Borough</b>	<b>Description of Property</b>	<b>Title Number</b>	<b>Freehold/Leasehold</b>
Manchester United Limited	Greater Manchester/Trafford	Land and buildings on the south side of Westinghouse Road, Trafford Park, Stretford	GM9267	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the south side of Trafford Park Road, Stretford	GM819988	Freehold
Manchester United Limited	Greater Manchester/Trafford	6 Moss Green, Carrington, Manchester (M31 4BE)	GM820911	Freehold
Manchester United Limited	Greater Manchester/Trafford	Canalside North, John Gilbert Way, Trafford Park	GM954253	Freehold
Manchester United Limited	Greater Manchester/Trafford	3 Bond, Trafford Park Road, Trafford Park, Manchester	GM957140	Freehold
Manchester United Limited	City of Westminster	Third Floor, Stratton House, 5 Stratton Street, London W1J 8LA	NGL917953	Leasehold
Manchester United Limited	Greater Manchester/Trafford	Land on the south side of Victoria Place, Trafford Park, Manchester	MAN173364	Freehold
Manchester United Limited	Greater Manchester/Trafford	Land on the south-east side of John Gilbert Way, Trafford Park, Manchester	MAN184760	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

[REDACTED]

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  
UNDER THE  
COMPANIES  
ACT 2006]

Kevin Day  
Vice President

Address

[REDACTED UNDER THE COMPANIES  
ACT 2006]

Attention

*ATTN - EMCA AGENCY*