



**Registration of a Charge**

Company Name: **THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**

Company Number: **00061564**



Received for filing in Electronic Format on the: **25/10/2021**

XAFTYBEP

**Details of Charge**

Date of creation: **21/10/2021**

Charge code: **0006 1564 0026**

Persons entitled: **EMIRATES NBD BANK (P.J.S.C.), LONDON BRANCH**

Brief description: **CLAUSE 3.2 OF THE SUPPLEMENTAL LEGAL MORTGAGE CREATES A FIRST LEGAL MORTGAGE OVER THE LAND KNOWN AS SHEFFIELD UNITED FOOTBALL CLUB, BRAMALL LANE, SHEFFIELD, S2 4SU REGISTERED AT THE LAND REGISTRY WITH TITLE SYK610691 AND ANY RIGHTS ACCRUING TO, DERIVED FROM OR OTHERWISE CONNECTED WITH IT (INCLUDING INSURANCES AND PROCEEDS OF DISPOSAL AND OF INSURANCES). PLEASE SEE THE SUPPLEMENTAL LEGAL MORTGAGE FOR MORE DETAILS.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 61564

Charge code: 0006 1564 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2021 and created by THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2021 .

Given at Companies House, Cardiff on 26th October 2021

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

Date: 21 October 2021

**Dated 21 October 2021**

**THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**  
**and**  
**EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH**  
**as Security Agent**

**SUPPLEMENTAL LEGAL MORTGAGE**  
**to the Debenture dated 1 July 2020**

 **NORTON ROSE FULBRIGHT**

Contents

Clause	Page
1 Definitions and interpretation.....	2
2 Payment of Secured Liabilities .....	3
3 Charges .....	3
4 Incorporation.....	3
5 Representations.....	3
6 Land Registry.....	3
7 No Merger.....	4
8 Designation as a Security Document .....	4
9 Further Assurance .....	4
10 Counterparts.....	4
11 Law and jurisdiction .....	4

**Deed dated** 21 October **2021**

**PARTIES**

**Chargor** **THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**, a limited liability company incorporated in England with registered number 00061564

**Security Agent** **EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH** as security trustee for the Secured Parties

**SUMMARY**

**Chargor** **THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**

**Chargee** **EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH** as security trustee for the Secured Parties

**Charged Assets** the Land described in Schedule 1 and any Rights accruing to, derived from or otherwise connected with the Land.

**Secured Liabilities** all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to the Security Agent under each Finance Document.

**Type of security** Legal mortgage.

**Law** English law.

**IT IS AGREED** as follows:

## Interpretation

### (1) Definitions and interpretation

#### Definitions

**1.1** Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Debenture shall have the same meaning when given to them in this Deed.

**1.2** In this Deed:

**Chargor** means The Sheffield United Football Club Limited.

**Debenture** means the debenture dated 1 July 2020 granted by the companies described in Schedule 1 therein as original chargors in favour of the Security Agent.

#### Interpretation

**1.3** The provisions of clauses 1.2 to 1.9 inclusive of the Debenture apply to this Deed as though they were set out in full in this Deed except that the references to the Debenture are to be construed as references to this Deed.

## Security

### 2 Payment of Secured Liabilities

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### 3 Charges

3.1 The charges contained in this clause Error! Reference source not found.:

- (a) are given to the Security Agent as trustee for the Finance Parties;
- (b) secure the payment and discharge of the Secured Liabilities; and
- (c) are given with full title guarantee.

3.2 The Chargor charges, by way of first legal mortgage all the Land of which a brief description is contained in Schedule 1 (*Land*) and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

### 4 Incorporation

The provisions of clauses 4 (*Restrictions*) to clause 5.2 (*Perfection*) (inclusive) and clause 6 (*Enforcement*) to clause 7 (*Application of Proceeds*) (inclusive) and clause 10 (Duration of Security) to clause 14 (*Power of Attorney*) (inclusive) and clause 16.2 (*Resignation of the Security Agent*) to 17 (*Notices*) (inclusive) of the Debenture are deemed to be incorporated in this Deed with all necessary modifications as if they were set out in full in this Deed.

### 5 Representations

The Chargor represents and warrants that the particulars of the Land set out in Schedule 1 (*Land*) are accurate and complete as at the date of this Deed.

### 6 Land Registry

6.1 The Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [*date of this Deed*] in favour of Emirates NBD Bank (P.J.S.C), London Branch of [*address for service*] referred to in the Charges Register.”

6.2 The Chargor will submit an application to HM Land Registry applying for the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges

Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Agent.

**6.3 The Chargor must promptly:**

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in clause 3.2 (Charges) (the **Title Documents**);
- (b) procure that the Title Documents are held at HM Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

**7 No Merger**

The legal charge in clause 3.2 of this Deed shall be separate and distinct from and shall not merge with the equitable charge created over the Land by clause 3.3 (*Fixed Charge*) of the Debenture.

**8 Designation as a Security Document**

The Security Agent and the Borrower designate this Deed as a Security Document.

**9 Further Assurance**

- 9.1** This Deed is being entered into by the Chargor to comply with its further assurance obligations in the Facility Agreement.

**10 Counterparts**

- 10.1** This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

**11 Law and jurisdiction**

- 11.1** This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11.2** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with it (including a dispute regarding the existence, validity or termination or any non-contractual obligations arising out of or in connection with of this Deed) (a Dispute).



- 11.3** The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 11.4** Clause 11.2 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

Schedule 1  
Land

County / District / London Borough	Address / Description	Title Number
Sheffield	Sheffield United Football Club Bramall Lane Sheffield S2 4SU	SYK610691

## SIGNATORIES

### The Chargor

EXECUTED as a DEED by  
**THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**  
acting by a director

In the presence of:

Signature of Director: ...

Signature of witness: ...

Name (in BLOCK CAPITALS): **SIA Agha**

Address: ...

### The Security Agent

**EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH**

By:

\*\*\*\*\*

Authorised signatory

Address:

Fax:

Attention:

**Dated** 21 October 2021

**THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**  
**and**  
**EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH**  
**as Security Agent**

**SUPPLEMENTAL LEGAL MORTGAGE**  
**to the Debenture dated 1 July 2020**

 **NORTON ROSE FULBRIGHT**

**Contents**

<b>Clause</b>		<b>Page</b>
1	Definitions and interpretation .....	2
2	Payment of Secured Liabilities .....	3
3	Charges .....	3
4	Incorporation .....	3
5	Representations .....	3
6	Land Registry .....	3
7	No Merger .....	4
8	Designation as a Security Document .....	4
9	Further Assurance .....	4
10	Counterparts .....	4
11	Law and jurisdiction .....	4

**Deed dated** 21 October 2021

**PARTIES**

**Chargor** THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED, a limited liability company incorporated in England with registered number 00061564

**Security Agent** EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH as security trustee for the Secured Parties

**SUMMARY**

**Chargor** THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED

**Chargee** EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH as security trustee for the Secured Parties

**Charged Assets** the Land described in Schedule 1 and any Rights accruing to, derived from or otherwise connected with the Land.

**Secured Liabilities** all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to the Security Agent under each Finance Document.

**Type of security** Legal mortgage.

**Law** English law.

**IT IS AGREED** as follows:

## Interpretation

### (1) Definitions and interpretation

#### Definitions

**1.1** Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Debenture shall have the same meaning when given to them in this Deed.

**1.2** In this Deed:

**Chargor** means The Sheffield United Football Club Limited.

**Debenture** means the debenture dated 1 July 2020 granted by the companies described in Schedule 1 therein as original chargors in favour of the Security Agent.

#### Interpretation

**1.3** The provisions of clauses 1.2 to 1.9 inclusive of the Debenture apply to this Deed as though they were set out in full in this Deed except that the references to the Debenture are to be construed as references to this Deed.

## Security

### 2 Payment of Secured Liabilities

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### 3 Charges

3.1 The charges contained in this clause Error! Reference source not found.:

- (a) are given to the Security Agent as trustee for the Finance Parties;
- (b) secure the payment and discharge of the Secured Liabilities; and
- (c) are given with full title guarantee.

3.2 The Chargor charges, by way of first legal mortgage all the Land of which a brief description is contained in Schedule 1 (*Land*) and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

### 4 Incorporation

The provisions of clauses 4 (*Restrictions*) to clause 5.2 (*Perfection*) (inclusive) and clause 6 (*Enforcement*) to clause 7 (*Application of Proceeds*) (inclusive) and clause 10 (Duration of Security) to clause 14 (*Power of Attorney*) (inclusive) and clause 16.2 (*Resignation of the Security Agent*) to 17 (*Notices*) (inclusive) of the Debenture are deemed to be incorporated in this Deed with all necessary modifications as if they were set out in full in this Deed.

### 5 Representations

The Chargor represents and warrants that the particulars of the Land set out in Schedule 1 (*Land*) are accurate and complete as at the date of this Deed.

### 6 Land Registry

6.1 The Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [*date of this Deed*] in favour of Emirates NBD Bank (P.J.S.C), London Branch of [*address for service*] referred to in the Charges Register.”

6.2 The Chargor will submit an application to HM Land Registry applying for the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges



Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Agent.

**6.3** The Chargor must promptly:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in clause 3.2 (Charges) (the **Title Documents**);
- (b) procure that the Title Documents are held at HM Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

**7 No Merger**

The legal charge in clause 3.2 of this Deed shall be separate and distinct from and shall not merge with the equitable charge created over the Land by clause 3.3 (*Fixed Charge*) of the Debenture.

**8 Designation as a Security Document**

The Security Agent and the Borrower designate this Deed as a Security Document.

**9 Further Assurance**

- 9.1** This Deed is being entered into by the Chargor to comply with its further assurance obligations in the Facility Agreement.

**10 Counterparts**

- 10.1** This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed.

**11 Law and jurisdiction**

- 11.1** This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11.2** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with it (including a dispute regarding the existence, validity or termination or any non-contractual obligations arising out of or in connection with of this Deed) (a Dispute).

- 11.3** The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 11.4** Clause 11.2 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

**Schedule 1**  
**Land**

<b>County / District / London Borough</b>	<b>Address / Description</b>	<b>Title Number</b>
Sheffield	Sheffield United Football Club Bramall Lane Sheffield S2 4SU	SYK610691

SIGNATORIES

The Chargor

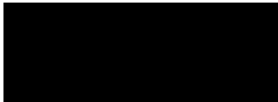
EXECUTED as a DEED by  
**THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED**  
acting by a director

In the presence of:

Signature of Director: .....  
Signature of witness: .....  
Name (in BLOCK CAPITALS):.....  
Address: .....  
.....

The Security Agent

**EMIRATES NBD BANK (P.J.S.C), LONDON BRANCH**



By: PARDEEP SINGH

Authorised signatory

Address: [Redacted]

Fax:

Attention: [Redacted]