

MR01

Particulars of a charge



Companies House

500809/23



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on page 2

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

☐ **What this form is for**
You may not use this form to
register a charge which is evidenced
by an instrument. Use form MR01

TUESDAY



LD2 18/07/2017 #36
COMPANIES HOUSE

ease
use

This form **must be delivered to the Registrar for registration within 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. **Do not send the original.**

1 Company details

Company number 9 5 4 8 9
Company name in full Manchester United Football Club Limited

Official use
→ **Filling 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 0 1 0 7 2 0 1 7

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', as defined in the attached instrument)

Name
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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief 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 together with the further leasehold and freehold properties as described in Schedule 1 to the instrument.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ **Yes**

☒ **No**

8

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X McInire Woods London LLP

X

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

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Bren Albiston

Company name McGuireWoods London LLP

Address 11 Pilgrim Street

Post town London

County/Region

Postcode E C 4 V 6 R N

Country

DX

Telephone 020 7632 1615



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 95489

Charge code: 0009 5489 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2017 and created by MANCHESTER UNITED FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2017.

Given at Companies House, Cardiff on 24th July 2017



Companies House



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

SUPPLEMENTAL MORTGAGE

1 JULY 2017

MANCHESTER UNITED FOOTBALL CLUB LIMITED

and

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

This Mortgage Agreement (the Mortgage) is entered into subject to the terms of the Supplemental Debenture dated 26 June 2015 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 (6) (the Debenture).

We certify this to be a true copy of the original
Signed McGuire Woods London LLP Date 3/07/2017
McGuireWoods London LLP
11 Pilgrim Street
London EC4V 6RN

CONTENTS

Clause	Page
1. Definitions	3
2. Mortgage	3
3. Assignment	4
4. Fixed Security	4
5. Implied Covenants for Title.....	4
6. Application to the Land Registry	4
7. Further Advances.....	5
8. Release of Security	5
9. Third Party Rights	5
10. Governing Law.....	5
11. Counterparts	5
Schedule	
1. Details of Mortgaged Property	6

THIS DEED is dated 1 JULY 2017

BETWEEN:

- (1) **MANCHESTER UNITED FOOTBALL CLUB LIMITED** registered in England and Wales with company number 95489 (the **Company**); and
- (2) **BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED** as Security Trustee (the **Security Trustee**).

BACKGROUND:

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Mortgage:

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 in this Mortgage or in any notice given under or in connection with this Mortgage will have the same meaning and effect 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), as security for 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 (subject to obtaining any necessary consent to that assignment from any third party) 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:

- (a) 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
- (b) 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*)), as security for 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 [***] 2017 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 Mortgage has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Mortgage.

10. GOVERNING LAW

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

11. COUNTERPARTS

This Mortgage 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 Mortgage. Any party may enter into this Mortgage by signing any such counterpart.

THIS MORTGAGE has been executed and delivered as a deed on the date stated at the beginning of it.

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Chargor	County and District	Description of Property	Title Number	Freehold/ Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the south side of Westinghouse Road, Trafford Park, Stretford	GM9267	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the south side of Trafford Park Road, Stretford	GM819988	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	6 Moss Green, Carrington, Manchester (M31 4BE)	GM820911	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Canalside North, John Gilbert Way, Trafford Park	GM954253	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	The Manchester Self Storage Co Ltd, Wharfside Way, Trafford Park, Manchester M17 1AW	GM957140	Freehold
Manchester United Football Club Limited	City of Westminster	Third Floor, Stratton House, 5 Stratton Street, London W1J 8LA	NGL917953	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the south side of Victoria Place, Trafford Park, Manchester	MAN173364	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the south-east side of John Gilbert Way, Trafford Park, Manchester	MAN184760	Freehold

~~Manchester Greater Land lying to the GM943124 Leasehold~~

W

~~United Football Club Limited~~ ~~Manchester/Trafford~~ ~~west of Sir Matt Busby Way,~~
~~Manchester~~

Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the East and West sides of Warwick Road, Manchester	GM36528	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the South side of Trafford Park Road, Manchester	GM764319	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the West side of Sir Matt Busby Way, Manchester	GM716741	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South side of Trafford Park Road, Manchester	GM315377	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the North side of United Road, Old Trafford, Manchester	GM182941	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the North side of United Road, Old Trafford, Manchester	GM182940	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on South side of United Road, Old Trafford, Manchester	GM580474	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the North West side of United Road, Old Trafford, Manchester	GM690578	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land lying to the South of Westinghouse Road, Manchester	GM775363	Freehold

Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the East side of Warwick Road North, Old Trafford, Manchester	GM361564	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land lying to the East of Sir Matt Busby Way, Manchester	GM764326	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381809	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381810	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land lying to the South East of John Gilbert Way, Trafford Park, Manchester	GM381811	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381812	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park, Manchester	GM381813	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land lying to the South East side of John Gilbert Way, Trafford Park, Manchester	GM381814	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land and buildings on the South East side of John Gilbert Way, Trafford Park	GM381815	Leasehold

Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the North side of Trafford Park Road, Trafford Park, Manchester	GM764331	Freehold
Manchester United Football Club 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 Football Club Limited	Greater Manchester/Salford	Land on the West side of Littleton Road, Salford	GM397780	Freehold
Manchester United Football Club Limited	Greater Manchester/Salford	Land on the West side of Lower Broughton Road, Salford	LA165439	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Old Trafford Football Stadium, Sir Matt Busby Way, Manchester (M16 0RA)	MAN26591	Freehold
Manchester United Football Club Limited	Greater Manchester/Salford	Land known as the Cliff, Lower Broughton Road, Broughton, Salford (M7 2HU)	MAN26597	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the north side of United Road, Old Trafford	GM823707	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the north side of United Road, Old Trafford	GM834978	Leasehold
Manchester United Football Club Limited	Greater Manchester/Trafford	Land on the north side of United Road, Old Trafford	GM824185	Freehold
Manchester United Football Club Limited	Greater Manchester/Trafford	26 Warwick Road North and 10 and 12 Railway Road	LA207506	Freehold

SIGNATORIES

EXECUTED as a deed by
**MANCHESTER UNITED FOOTBALL CLUB
LIMITED**

acting by **JOEL GLAZER**, a director
in the presence of:

)

)

)

)

.....
Director

Witness's Signature

Name:

Mitchell S. Nusbaum

Address:

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

By:

Address:

Attention:

SIGNATORIES

EXECUTED as a deed by)
MANCHESTER UNITED FOOTBALL CLUB)
LIMITED
acting by **JOEL GLAZER**, a director)
in the presence of:) Director

Witness's Signature

Name: Mitchell S. Nusbaum

Address:



BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

By:



Address:

Claire Godley
Vice President

Attention:

26 ELMFIELD ROAD
BROMLEY, KENT BR1 1LR