

MG01

Particulars of a mortgage or charge



102698/13

A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

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You cannot use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

THURSDAY



LD3 04/02/2010 220
COMPANIES HOUSE

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uk

1 Company details		8 ☐ ☐ ☐ ☐ For official use
Company number	0 2 5 7 0 5 0 9	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Manchester United Limited (the "Company")	

2 Date of creation of charge	
Date of creation	d2 d9 m0 m1 y2 y0 y1 y0

3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.	
Description	Debenture dated 29 January 2010 (the "Debenture") granted by, amongst others, the Company in favour of J.P. Morgan Europe Limited as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "Security Trustee"). For capitalised terms used but not defined above please refer to the continuation sheets for a list of definitions.

4 Amount secured	
Please give us details of the amount secured by the mortgage or charge.	
Amount secured	All Liabilities and all other present and future obligations at any time due, owing or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Debt Documents (including the Debenture and any Mortgage), including any liability in respect of any further advances made under the Debt Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in any other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations"). Please refer to continuation sheet for a list of definitions.

Continuation page
Please use a continuation page if
you need to enter more details.

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name J.P. Morgan Europe Limited

Address 125 London Wall

London

Postcode E C 2 Y 5 A J

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

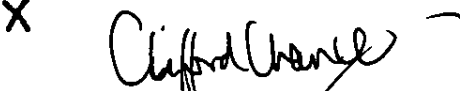
Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

Please see continuation sheet for short particulars of FIXED CHARGES, ASSIGNMENTS and FLOATING CHARGES.

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his: - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	None.	
8	Delivery of instrument	
	You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866). We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature	
	Please sign the form here.	
Signature	Signature X  X	
	This form must be signed by a person with an interest in the registration of the charge.	

MG01

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Veronique Nosul ref: 70-40460591

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



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.

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	1. FIXED CHARGES 1.1. The Company charged 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 fixed charge (which so far as it relates to any freehold or leasehold property in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to (only once any necessary consents to such fixed charge have been obtained from any third party not also a party to the Debenture and for the avoidance of doubt this includes consents from the landlords of any Leasehold Properties where landlord's consent is needed to charge the Leasehold Properties) the Real Property (other than the Carrington Premises and any Real Property assigned pursuant to Clause 3.3 (<i>Assignment</i>) of any Mortgage); 1.2. The Company charged 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 fixed charge (which so far as it relates to any freehold or leasehold property in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Tangible Moveable Property; 1.3. The Company charged 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 fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party): (i) the Accounts; (ii) the Intellectual Property; (iii) any goodwill (including all brand names) and rights in relation to the uncalled capital of the Company; (iv) the Investments; (v) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise); and (vi) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	2. ASSIGNMENTS 2.1 The Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties 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: (i) the proceeds of any Insurance Policy and all Related Rights (except in respect of third party liability insurance); (ii) each Specific Contract; (iii) all rights and claims in relation to any Assigned Account; and (iv) any Real Property assigned pursuant to Clause 3 of any Mortgage. 3. FLOATING CHARGE 3.1 The Company charged 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 floating charge all present and future assets and undertaking of the Company, provided that such floating charge shall be deferred in point of priority to all fixed security validly and effectively created by the Company under the Debt Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations. 3.2 Any floating charge granted under the Debenture is both before and after crystallisation, subject to the right of any bank to exercise rights of set off under any Netting Arrangement or by operation of law. 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture. 4. FURTHER ASSURANCE The Debenture contains covenants for further assurance. 5. NEGATIVE PLEDGE The Debenture contains a negative pledge.	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	DEFINITIONS "Account" means, excluding any Cash Cover Account and any Specified Account, any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights. "Assigned Account" means any Mandatory Prepayment Account (as defined in the RCF Facility Agreement or, following the RCF Lender Discharge Date (as defined in the Intercreditor Agreement), the other Credit Facility Documents (as defined in the Intercreditor Agreement) and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and the Company, including any renewal or redesignation of such accounts. "Carrington Premises" means the property known as the Trafford Training Centre and Academy at Carrington, Manchester (title number GM785864). "Cash Cover Account" means any account in respect of which a security interest is granted in favour of an Alternative L/C Fronting Bank to provide Credit Facility Cash Cover (each term as defined in the Intercreditor Agreement). "Debt Documents" means each of the Intercreditor Agreement, the Hedging Agreements, the Credit Facility Documents, the Senior Note Documents, the Pari Passu Debt Documents, the Hedging Deeds of Guarantee, the Security Documents, any agreement evidencing the terms of the Intra Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Trustee and the Parent (each term as defined in the Intercreditor Agreement). "Group" has the meaning given to such term in the Intercreditor Agreement. "Insurance Policy" means any policy of insurance (including life insurance or assurance) in which a Company may from time to time have an interest. "Intellectual Property" means the assets listed in Schedule 4 (<i>Details of Intellectual Property</i>) to the Debenture, and: (a) any other patents, trade marks, service marks, designs, business names, copyrights, design rights, data-base rights, inventions, know-how, confidential information and other intellectual property rights and interests, whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets and all Related Rights. "Intercreditor Agreement" means the intercreditor agreement dated 29 January 2010 between, amongst others, the Company, the Security Trustee and the financial institutions listed therein as the RCF Lenders, the Existing Hedge Counterparties and the Senior Note Trustee.	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Leasehold Property" means any leasehold property that forms part of the Real Property.

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor or to a Subordinated Creditor (each as defined in the Intercreditor Agreement) under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any debtor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings.

"Material Contract" means:

- (d) the sponsorship agreement dated 3 November 2000, with effect on 1 August 2002, and entered into between Manchester United Merchandising Limited (a wholly owned subsidiary of Nike), MUL (named Manchester United PLC at time of signing of the contract) and MUFC (named Manchester United Football Club PLC at time of signing of the contract);
- (e) the sponsorship agreement relating to shirts dated 24 May 2009 and entered into between Aon Corporation and MUFC; and
- (f) the sponsorship agreement relating to affinity services dated 27 May 2009 and entered into between Aon Corporation and MUFC;

or, in each case, any replacement or successor contract.

MG01 - continuation page

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Short particulars	"Monetary Claims" means any book and other debts (but excluding any Cash Cover Account and any Specified Account) and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any rental income or disposal proceeds, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company). "Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 7 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 7 (<i>Form of Legal Mortgage</i>) to the Debenture. "Netting Arrangement" means a pooling arrangement entered into by the Company for the purpose of netting debit and credit balances as part of any Ancillary Facility (as defined in the Intercreditor Agreement) which is an overdraft comprising more than one account. "RCF Facility Agreement" has the meaning given to such term in the Intercreditor Agreement. "Real Property" means: (a) any present or future freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (<i>Details of Real Property</i>) to the Debenture); and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold 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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset. "Secured Parties" means the Security Trustee, any Receiver or Delegate and each of the Creditor Representatives, the Arrangers and the Primary Creditors (each term as defined in the Intercreditor Agreement) from time to time but, in the case of each Creditor Representative, Arranger or Primary Creditor, only if it (or, in the case of the Senior Noteholder and any Pari Passu Creditors in respect of an issuance of debt securities, its Creditor Representative) is a party to the Intercreditor Agreement or (in the case of a Creditor Representative or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 19.13 (Creditor/Creditor Representative Accession Undertaking) of the Intercreditor Agreement.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Shares" means all of the shares in the capital of each of the companies listed in Schedule 3 to the Debenture held by, to the order or on behalf of the Company at any time.

"Specific Contracts" means the Material Contracts.

"Specified Account" means any account which is subject to a Netting Arrangement.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2570509
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JANUARY
2010 AND CREATED BY MANCHESTER UNITED LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO J.P.MORGAN EUROPE LIMITED OR ANY OF THE
OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 4 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 FEBRUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES