

MG02

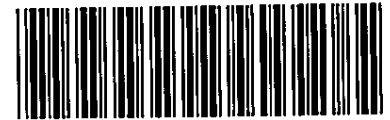
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge if
company registered in Scotland
do this, please use form MC

THURSDAY



A28 *AAA8CH83* 04/02/2010 378
COMPANIES HOUSE

1 Company details

Company number 0 2 5 7 0 5 0 9

Company name in full Manchester United Limited (the "Mortgagor")

For 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 Creation of charge

Date charge created d0 d8 m0 m7 y2 y0 y0 y5

Description ① A mortgage dated 8 July 2005 (the "MU Plc Mortgage")

Date of registration ② d1 d1 m0 m7 y2 y0 y0 y5

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- ② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name J.P. Morgan Europe Limited (the "Security Trustee")

Address 125 London Wall

London

Postcode E C 2 Y 5 A J

Name

Address

Postcode

Name

Address

Postcode

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

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4 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 sheets.

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X
(on behalf of the company)

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

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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. The contact information you give will be visible to searchers of the public record.

Contact name **Shinae Kang**

Company name **Allen & Overy LLP**

Address **40 Bank Street**

Canary Wharf

(SHIK/AMHB BK 13121271)

Post town **London**

County/Region

Postcode

E	1	4		5	D	U
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Country **United Kingdom**

DX

Telephone **0203 088 4817**

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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form

Important information

Please note that all information on this form will appear on the public record.

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

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Short particulars of all the Property Charged

MORTGAGE, ASSIGNMENT AND FIXED SECURITY

In the MU Plc Mortgage, the Mortgagor

- (a) 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 legal mortgage the Mortgaged Property,
- (b) assigned and agreed to assign with full title guarantee to 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) of the MU Plc 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 Mortgagor'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)
 - (i) 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 the MU Plc Mortgage) entered into by or given to the Mortgagor in respect of the Real Property including all
 - (ii) claims, remedies, awards, or judgments paid or payable to the Mortgagor (including, without limitation, all liquidated and ascertained damages payable to the Mortgagor in respect of the items referred to), and
 - (iii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, 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,
- (c) charged 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) of the MU Plc Mortgage) 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

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>In this form MG02</p> <p>Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Senior Facilities Agreement</p> <p>Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p>Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and for the purposes of Clause 27 (Changes to the Lenders) of the Senior Facilities Agreement in relation to any Lender which is a Fund Lender, any other Fund Lender which is advised or managed by the same investment adviser or investment manager as the first Fund Lender or by an Affiliate of such investment adviser or investment manager</p> <p>Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>Ancillary Facility means any ancillary facility made available upon request as described in Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p>Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p> <p>Arranger means J P Morgan plc</p> <p>Borrower means Red Football Limited or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p>Capex Facility means the capex facility made available under the Senior Facilities Agreement and described in paragraph (a)(v) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement</p> <p>Charged Property means all the assets and undertaking of the Mortgagor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage</p> <p>Code means the City Code on Takeovers and Mergers</p> <p>Debenture means the debenture dated 23 June 2003 between the Mortgagor and J P Morgan Europe Limited as Security Trustee</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>Equity Undertaking means the equity undertaking dated 11 May 2005 between, among others, Red Football Shareholder Limited, Red Football Joint Venture Limited, Red Football Limited, the Facility Agent, the Security Trustee, the Issuing Bank, the Lenders, the Original Pref Investors (as defined therein) and others</p> <p>Facility means Facility A, Facility B, Facility C, Facility D, the Capex Facility or the Revolving Facility</p>

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4	Short particulars of all the property mortgaged or charged
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Short particulars	<p>Facility Agent means J P Morgan Europe Limited</p> <p>Facility A means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(i) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement</p> <p>Facility B means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(ii) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement</p> <p>Facility C means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement</p> <p>Facility D means the subordinated loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement</p> <p>Fee Letter means</p> <p>(a) the fee letter dated 11 May 2005 between J.P Morgan plc, J P Morgan Chase Bank, N A and J P Morgan Europe Limited and Red Football Shareholder Limited and Red Football Limited) and any letter or letters between the Facility Agent and Red Football Limited or the Security Trustee and Red Football Limited setting out any of the fees referred to in Clause 15 (Fees) of the Senior Facilities Agreement, and</p> <p>(b) any other agreement setting out fees referred to in Clause 7 2 (Fees payable in respect of Bank Guarantees) or Clause 9 7 (Interest, Commitment Commission and Fees on Ancillary Facilities) of the Senior Facilities Agreement</p> <p>Finance Documents means the Senior Facilities Agreement, the Security Trustee Agreement, any Fee Letter, the Syndication Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, the Equity Undertaking, any Ancillary Document, the Hedging Letter, any Hedging Agreement and any other document designated as a Finance Document by the Facility Agent and Red Football Limited</p> <p>Fund Lender means any trust, fund or other entity (other than a bank or financial institution which is a Lender and not otherwise a Fund Lender) which is or will be regularly engaged in or established for the purpose of making, purchasing or investing in credits, securities or other financial assets</p> <p>Group means Red Football Limited and each of its Subsidiaries for the time being, including, on and as from the Unconditional Date only, the Target Group</p> <p>Guarantor means Red Football Limited or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement</p> <p>Hedge Counterparty means a Lender or its Affiliate (or any other person permitted pursuant to the terms of the Hedging Letter to enter into a Hedging Agreement) which has become a party to the Security Trustee Agreement as a Hedge Counterparty in accordance with the provisions of the Security Trustee Agreement</p> <p>Hedging Agreement means any agreement entered into or to be entered into by Red Football Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter, or for the purpose of hedging exposure to currency fluctuations</p>

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Short particulars

Hedging Letter means the letter dated 11 May 2005 between Red Football Limited and the Facility Agent relating to hedging and delivered to the Facility Agent under Clause 4.1 (Initial Conditions Precedent) of the Senior Facilities Agreement

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Initial Purchase means the purchase by Red Football Limited of shares representing approximately 28.9% of the issued share capital of the Mortgagor by way of private treaty from The Cubic Expression Company Limited

Issuing Bank means JPMorgan Chase Bank, N A

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with Clause 27 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement

Lender Accession Undertaking means an undertaking in substantially the form set out in Schedule 2 (Form of Lender Accession Undertaking) of the Security Trustee Agreement

Mortgage means a mortgage or legal charge in respect of all the Real Property in accordance with Clause 6 (Further Assurance) of the Debenture substantially in the form of Schedule 7 (Form of Legal Mortgage) of the Debenture

Mortgaged Property means

- (a) the property specified in the table below, and

Description	Date	Document	Parties
Freehold land comprising appropriately three quarters of Old Trafford Manchester	30 06 1927	Conveyance	The Manchester Brewery Company Limited (1)
			The Manchester United Football Club Limited (2)
Freehold land known as the Cliff, Lower Broughton Road, Broughton, Salford	10 06 1952	Conveyance	Lekh Algerman Clowes (1)
			The Manchester United Football Club Limited (2)

- (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

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Obligor means a Borrower or a Guarantor

Offer means the offer proposed to be made by NM Rothschild & Sons Limited on behalf of Red Football Limited immediately following the Initial Purchase pursuant to Rule 9 of the Code, substantially on the terms set out in the Press Release, to acquire all of the Ordinary Shares not already owned by Red Football Limited, as such Offer may from time to time be amended, added to, revised, renewed or waived as permitted in accordance with the terms of the Senior Facilities Agreement

Ordinary Shares means the ordinary shares of 10 pence each in the Mortgagor

Original Guarantors means Red Football Limited and Red Football Junior Limited

Original Lenders means the financial institutions listed in Part III of Schedule 1 (The Original Lenders) of the Senior Facilities Agreement as lenders

Press Release means a press announcement to be released by Red Football Limited announcing the terms of the Offer in the agreed form

Purchase means either or both (as the context requires) of the Initial Purchase and the Offer

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 1 (Details of Real Property) of 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

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

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

Resignation Letter means a letter substantially in the form set out in Schedule 7 (Form of Resignation Letter) of the Senior Facilities Agreement

Revolving Facility means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(vi) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement

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Short particulars	<p>Secured Obligations mean all obligations which the Mortgagor may at any time have 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 Finance Documents (including the Debenture and any Mortgage), including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Mortgagor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Mortgagor 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</p> <p>Secured Parties means the Security Trustee, any Receiver or Delegate, the Facility Agent, the Senior Lenders, the Issuing Bank, the Ancillary Lender, the Hedge Counterparties and the Facility D Lenders from time to time but, in the case of the Facility Agent, the Senior Lenders, the Issuing Bank, the Ancillary Lender, the Hedge Counterparties and the Facility D Lenders, only if it is a party to the Security Trustee Agreement or has delivered to the Security Trustee a duly executed Lender Accession Undertaking accepted by the Security Trustee and the Facility Agent</p> <p>Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Security Trustee Agreement means the security trustee agreement dated 11 May 2005 between, amongst others, Red Football Limited, the Facility Agent, the Security Trustee, the Issuing Bank, the Lenders</p> <p>Senior Facilities Agreement means the senior facilities agreement dated 11 May 2005 between Red Football Limited, the Original Guarantors, the Arranger, the Original Lenders, the Facility Agent, the Security Trustee and the Issuing Bank each as defined in such agreement as amended, varied, novated or supplemented from time to time</p> <p>Senior Lender means a Facility A Lender, a Facility B Lender, a Facility C Lender, a Capex Facility Lender or a Revolving Facility Lender</p> <p>Subsidiary means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985</p> <p>Syndication Letter means the syndication letter dated 11 May 2005 from J P Morgan plc, JPMorgan Chase Bank, N A and J P Morgan Europe Limited to Red Football Shareholder Limited and Red Football Limited</p> <p>Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Mortgagor's stock in trade or work in progress) and all Related Rights</p> <p>Target Group means the Mortgagor and its Subsidiaries</p>

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Transaction Security Documents means each of the following documents

- (a) the mortgages, charges, pledges and assignments and other security documents identified in and delivered to the Facility Agent under paragraph 5 of Part I of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement, and
- (b) any other document entered into by any member of the Group creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents

Unconditional Date means, in respect of the Purchase, the date on which Red Football Limited first makes a payment to the shareholders of the Mortgagor who have accepted the Offer in accordance with its terms, or pursuant to the Initial Purchase