

MG01

Particulars of a mortgage or charge



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iris
LASERFORM

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



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



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30/04/2010

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COMPANIES HOUSE

1

Company details

Company number

0 2 5 7 0 5 0 9

Company name in full

Manchester United Limited (the "Company")



For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

23 04 2010

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

Mortgage dated 23 April 2010 (the "**Mortgage**") granted by 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 and 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 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

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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 the continuation sheet for short particulars of the MORTGAGE, ASSIGNMENT and FIXED CHARGES

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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 *Clifford Chance LLP* X

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

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Particulars of a mortgage or 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 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

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

In the Mortgage

1 MORTGAGE

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 legal mortgage, the Mortgaged Property

2 ASSIGNMENT

The Company assigned 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 the 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, 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

3 FIXED SECURITY

The Company 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 or assigned pursuant to the 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

Please see continuation sheet for a list of definitions

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

"Debenture" means the debenture dated 29 January 2010 granted by, amongst others, the Company in favour of the Security Trustee

"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

"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

"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 (each as defined in the Intercreditor Agreement) 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 Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 19.13 (Creditor/Creditor Representative Undertaking) of the Intercreditor Agreement

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Short particulars

SCHEDULE 1 DETAILS OF MORTGAGED PROPERTY

County and District/ London Borough	Description of Property	Title Number
Greater Manchester/ Trafford	Leasehold land lying to the west of Sir Matt Busby Way, Manchester	GM943124
Greater London / City of Westminster	Leasehold premises on 7 th floor, 50 and 51 Pall Mall, London	NGL869477



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. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 23 APRIL 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 30 APRIL 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010



Companies House
— for the record —

DX/105



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