

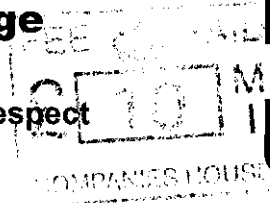
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COMPANIES FORM No. 395

10/468/20.

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[120]

49139

Name of company

* THE DERBY COUNTY FOOTBALL CLUB LIMITED (THE "CHARGOR")

Date of creation of the charge

30 MAY 2002

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF AMENDMENT AND CONFIRMATION IN RESPECT OF A DEBENTURE DATED 20 JUNE 2001 (THE "DEBENTURE")

Amount secured by the mortgage or charge

PLEASE SEE SCHEDULE ONE ATTACHED

Names and addresses of the mortgagees or persons entitled to the charge

SINGER & FRIEDLANDER LIMITED OF 21 NEW STREET, BISHOPSGATE, LONDON (THE "BANK")

Postcode EC2M 3HR

Presentor's name address and reference (if any):

Taylor Joynson Garrett
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

AGS/LMC

Time critical reference

For official Use
Mortgage Section

Post room



PLEASE SEE SCHEDULE TWO ATTACHED

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Taylor Johnson Garrett*

Date *17 June 2002*

On behalf of ~~[company]~~ ~~[mortgagee]~~ (chargee) †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Definitions

"Charged Property" means all property mortgaged, charged or assigned by the Debenture;

"Debts" means all existing and future book and other debts and rights to money and income liquidated and unliquidated owing to the Chargor (including any season ticket revenue) and the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means:

- (a) any account with the Bank; or
- (b) any account with any other bank which has been notified of the Bank's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Bank;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Existing Security" means the security listed in schedule 3 of the Facility Letter;

"Enforcement Event" means any of the following events:

- (a) a failure by the Chargor to pay any Secured Liability on the date on which it is due;
- (b) a failure by the Chargor to pay on demand any Secured Liability which is payable to the Bank on demand; or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment;

"Facility Letter" means the facility letter dated 14 May 2002 from the Bank to the Chargor;

"Hedging Agreement" means any existing and future interest rate exchange agreement or other contract for the purpose of securing a profit or avoiding a loss by reference to fluctuations in interest rates entered into by the Chargor with any person;

"Intellectual Property" means any existing and future right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any existing or future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and, to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investment;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Property" means:

- (a) Pride Park Stadium, Derby. Title number DY312641; and
- (b) The Baseball Ground, Shaftesbury Crescent, Derby. Title numbers DY281819 and DY139128;

"Rental Income" means all amounts payable to or for the benefit of the Chargor in connection with the occupation of the Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any Lease;
- (b) sums payable from any deposit held as security for performance of any tenant's obligations or by any guarantor of those obligations;
- (c) any other monies payable in respect of occupation and/or use of the Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim;
- (e) any monies payable under any policy of insurance in respect of loss of rent;
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement; and
- (g) any interest payable on any sum referred to above; and

"Secured Liabilities" means all liabilities of the Chargor owed or expressed to be owed to the Bank, whether or not originally owed to the Bank and whether owed jointly or severally, as principal or surety or in any other capacity.

SCHEDULE 1

Amount secured by the Debenture

All liabilities of the Chargor owed or expressed to be owed to the Bank, whether or not originally owed to the Bank and whether owed jointly or severally, as principal or surety or in any other capacity.

SCHEDULE 2

Short particulars of all the property mortgaged or charged

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Bank by way of legal mortgage the Property;
- (b) charged to the Bank by way of equitable mortgage its interest in any freehold or leasehold property (other than the Property) owned by the Chargor at the date of the Debenture or acquired by the Chargor after the date of the Debenture;
- (c) charged to the Bank by way of fixed charge its interest in:
 - (i) all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;
 - (ii) any Investment;
 - (iii) its existing and future goodwill and uncalled capital;
 - (iv) all existing and future cash at bank;
 - (v) any Intellectual Property;
 - (vi) any money now or at any time after the date of the Debenture standing to the credit of any Designated Account;
 - (vii) any existing and future proceeds of any insurance of any Charged Property; and
 - (viii) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;
- (d) assigned to the Bank by way of security its interest in and the benefit of all agreements for the supply of goods or services by the Chargor entered into on or before the date of the Debenture and the benefit of any guarantee or security for the performance of any of such agreements provided that if any such agreement, guarantee or security is expressed to be non-assignable then the Chargor charges to the Bank by way of fixed charge its interest in and the benefit of it;
- (e) charged to the Bank by way of fixed charge its interest in the Debts;
- (f) assigned to the Bank by way of security the Rental Income;
- (g) assigned to the Bank by way of security its interest in any Hedging Agreement;

- (h) charged to the Bank by way of fixed charge all other existing and future property of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress or player registrations); and
- (i) charged to the Bank by way of floating charge the whole of its existing and future undertaking and property to the extent not otherwise at any time subject to any fixed charge in favour of the Bank.

NOTE

The Debenture contains, inter alia, the following restrictions:

The Chargor will not except with the prior written consent of the Bank:

- (a) dispose or purport or agree to dispose of any interest in or lend or grant any licence or other right over any property mortgaged, charged or assigned under clause 3 of the Debenture (see paragraphs 1(a) to (h) of Schedule 2 above) or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, dispose of any interest in or lend or grant any licence or other right over any of the property charged by way of floating charge under clause 4 of the Debenture (see paragraph 1 (i) of Schedule 2 above);
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property (other than in favour of the Bank and the Existing Security); or
- (c) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00049139

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT AND CONFIRMATION DATED THE 30th MAY 2002 AND CREATED BY THE DERBY COUNTY FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JUNE 2002.

postsam



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES