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COMPANIES HOUSE

Company number: 00061564

WRITTEN RESOLUTIONS OF THE MEMBERS

of

THE SHEFFIELD UNITED FOOTBALL CLUB LIMITED

(the "Company")

5 November 2010 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company proposed that the resolutions numbered 1 to 9 below are passed as special resolutions (the "Resolutions").

SPECIAL RESOLUTIONS

That notwithstanding any existing provisions of the articles of association to the contrary:

- 1 the terms of and the transactions represented by a committed term loan facility agreement between (1) the Company as borrower, (2) Sheffield United PLC as guarantor and (3) Santander UK plc as lender (the "Lender") pursuant to which the Company shall be permitted to use a facility in a maximum amount totalling £15,500,000 (the "Facilities") for the purpose of the repayment of the Existing Loans (as defined in the Facility Agreement) (the "Facility Agreement"), be approved;
- 2 the terms of and the transactions represented by a deed of assignment of a settlement agreement made between the Company and West Ham United Football Club plc dated 15 March 2009 under which certain monies are due from West Ham United Football Club to the Company to be entered into between (1) the Company and (2) the Lender pursuant to the Facility Agreement (the "CT Assignment"), be approved;
- 3 the terms of and the transactions represented by a deed of subordination to be entered into between (1) the Company (as borrower), (2) Sheffield United plc, Sheffield United (Hotel) Limited, the Company and Scarborough Partnership Limited (as obligors), (3) all of the parties listed at schedule 1 to the deed as subordinated creditors and (4) the Lender, pursuant to which loans made by the subordinated creditors (as listed at schedule 1) are to be subordinated to the Lender (the "Deed of Subordination"), be approved,
- 4 the terms of and the transactions represented by a charge over deposit in favour of the Lender charging all amounts received by the Company under the CT Assignment (the "Charge over Deposit") be approved,
- 5 the terms of and the transactions represented by an indemnity in favour of the Lender relating to a letter of guarantee provided by the Lender to Bank

of Scotland plc ("BoS") in relation to ancillary facilities to be provided by BoS to the Company and SU (the "BoS Indemnity") be approved;


- 6 the terms of and the transactions represented by an indemnity in favour of the Lender relating to a letter of guarantee in favour of BoS in relation to BoS's liabilities to FDR Limited (trading as First Data) under an indemnity relating to the merchant services provided by First Data to BoS in respect of the Company pursuant to the terms of a processing agreement between First Data, BoS, HBOS plc and First Data Merchant Services Corporation dated 27 November 2002 (the "BoS (First Data) Indemnity") be approved;
- 7 the terms of and the transactions represented by a letter relating to the fee to be paid to SPL in relation to the SPL Guarantee (as defined in the Facility Agreement)(the "Fee Letter") be approved;
- 8 any director, and, in the case of any document to be executed as a deed, any two directors, or a director and the company secretary, or a director in the presence of a witness who attests his signature, be authorised and directed to execute and deliver the Facility Agreement, the CT Assignment, the Deed of Subordination, the Charge over Deposit, the BoS Indemnity, the First Data Indemnity and the Fee Letter, and any documents contemplated thereby in such form as they may approve at their discretion;
- 9 the execution, delivery and performance of the Facility Agreement, the CT Assignment, the Deed of Subordination, the Charge over Deposit, the BoS Indemnity, the First Data Indemnity and the Fee Letter, and the performance by the Company of its obligations under those documents, and any related documents to which the Company is a party, is for the benefit of and in the best economic, strategic and financial interests of the Company for the purposes of carrying on its business and will promote the success of the Company for the benefit of the Company's members as a whole, and that such execution, performance and delivery will ensure that:
 - (a) the Company will be able to repay the Existing Loans (as defined in the Facility Agreement), which will be to the benefit of the Company as the terms of the Facilities are considered to be more favourable than the terms of the Existing Loans; and
 - (b) the Company will have sufficient means to fund its general working capital and other requirements of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.

SIGNED this 9th day of November 2010

Signed:..... 

Name:..... TREVOR BIRCH (PRINT NAME)

For and on behalf of Sheffield United PLC

1. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company.

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Unless, by 30 November 2010, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.