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COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

139869
10
1129

00154044

Name of company

* Norwich City Football Club PLC ("the Company")

Date of creation of the charge

1 December 2004

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

Legal charge dated 1 December 2004 given by the Company in favour of The Governor and Company of the Bank of Scotland ("the Bank") ("the Legal Charge").

Amount secured by the mortgage or charge

All money, liabilities and obligations due by the Company to the Bank at any time whether:

(a) they arise before or after the Bank has demanded that they are repaid or carried out; or

(b) they are owed or to be carried out immediately or only after a stated event has occurred; or

(c) the Company owes or is to carry them out on its own or jointly with any other person or as guarantor for any other person,

(the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland whose head office is at The Mound, Edinburgh

Postcode EH1 1YZ

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

Mills & Reeve Solicitors
Francis House
112 Hills Road
Cambridge
CB2 1PH

ref: cchh/2002821-0131

Time critical reference

For official Use
Mortgage Section

Post room



A10
COMPANIES HOUSE

0707
08/12/04

CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

1. The Company charged with full title guarantee as security for the Secured Liabilities:

1.1 by way of legal mortgage the Property;

1.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property;

1.3 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;

1.4 by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;

Continued on page 4.....

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)

N/A

Signed

M. H. A. Reese

Date 7 December 2004

On behalf of ~~XXXXXX~~ [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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

00154044

Name of Company

Norwich City Football Club PLC ("the Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

.....continued from page 2.

1.5 by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Company together with the benefit of all the Company's rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities;

1.6 by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property;

1.7 by way of floating charge all unattached plant, machinery, chattels and goods at the date of the Legal Charge or at any time thereafter on or in or used in connection with the Property or the business or undertaking conducted at the Property; and

1.8 by way of fixed equitable charge the benefit of the Mutual Deed.

2. The Company will not, without the Bank's prior written consent:

2.1 grant any conveyance, transfer or assignment of the Property or any part of it; or

2.2 create or permit to exist any security in favour of any person other than the Bank by way of a fixed or floating charge or lien over the Property or any part of it.

Definitions

"Mutual Deed" means a deed of covenant dated 18 November 2002 between the Company (1), N.C.F.C. (Holdings) Limited (2) and Kerrison Holdings Limited (3) including any subsequent variation whether before or after the date of the Legal Charge.

"Property" means the property known as land on the south east side of Carrow Road, Norwich, Norfolk, NR1 1JE and forming part of Title Number NK293314.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00154044

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 1st DECEMBER 2004 AND CREATED BY NORWICH CITY FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 2004.

DPF



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES