

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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

37101/130

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

For official use

Company number

[2][1][1]

03305223

Name of company

* Newcastle United Enterprises Limited ("**Company**")

Date of creation of the charge

1 July 2009

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

22 Guarantee and Debenture ("**Deed**") dated 1 July 2009 between (1) the Companies (as defined below) and (2) the Bank (as defined below)

Amount secured by the mortgage or charge

Any obligation for the payment or repayment by the ^{Companies}Company to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges ("**Indebtedness**").

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

Barclays Bank PLC of 1 Churchill Place, London ("**Bank**")

Postcode E14 5HP

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

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

SJW/315541/97/25315924.1

Time critical reference

SJW/315541/97

For official Use (02/06)

Mortgage Section

FAX
REC'D.



PG3V900C

PMO 20/07/2009 416

COMPANIES HOUSE

AUBP88I5

A01 13/07/2009 106

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. GRANT OF SECURITY

By executing the Deed the Company charges to the Bank with full title guarantee with the payment or discharge of all Indebtedness:

1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in it and not registered at H.M. Land Registry;

1.2 by way of fixed charge:

(a) all freehold and leasehold Land in England and Wales now vested in it and registered at H.M. Land Registry;

(b) all other Land which is now, or in the future becomes, its property;

(c) all plant and machinery now or in the future attached to any Land;

continued in Addendum 4 of 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)

NONE

Signed

PLA R... UK LLP

Date

9 July 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as
appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

03305223

Name of company

*insert full name
of Company

* Newcastle United Enterprises Limited ("Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

(d) all rental and other income and all debts and claims which are due or owing to it now or in the future under or in connection with any lease, agreement or licence relating to Land;

(e) all its Securities;

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting it:

- which relate to Assets themselves subject to a fixed charge in favour of the Bank; or
- which are now or in the future deposited by it with the Bank;

together with all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

(g) all its goodwill and uncalled share capital for the time being;

(h)

- all its Intellectual Property, present and future, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and knowhow owned or enjoyed by it now or in the future in any part of the world;

(i) all trade debts now or in the future owing to it; all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989);

Name of company

*Insert full name
of Company

* Newcastle United Enterprises Limited ("Company")

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Bank;

1.3 by way of floating charge:

(a) all its Assets which are not effectively charged by the fixed charges detailed above; and

(b) without exception all its Assets insofar as they are situated for the time being in Scotland;

(c) but in each case so that it shall not without the prior written consent of the Bank:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 (Negative pledge and other restrictions) of the Deed with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

1.4 The Bank may at any time crystallise any floating charge created in clause 3.1.3 of the Deed (paragraph 1.3 above) into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Company or relevant chargor in relation to any or all Floating Charge Assets, as they specify in the notice.

1.5 Unless and until the Deed becomes enforceable or the Bank directs otherwise:

1.5.1 the Company may continue to exercise all voting and other rights attaching to Securities as long as it remains their registered owner;

1.5.2 if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the Company or relevant chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

1.6 Any mortgage, fixed charge or other fixed security which the Company creates in the Bank's favour will have priority over the floating charge created by clause 3.1.3 of the Deed (paragraph 1.3 above) unless the Bank states otherwise on or after its creation.

1.7 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Deed and shall rank in order of priority behind the charges created by the Deed.

NOTE 1

The Deed contains the following covenants:

(a) The Company may not, except with the Bank's prior written consent:

(i) create or attempt to create any fixed or floating security of any kind or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;

Name of company

*insert full name
of Company

* Newcastle United Enterprises Limited ("Company")

(ii) sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them;

(iii) exercise any power of leasing, or accepting surrenders of leases of, any of its Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

(b) The Company may not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any of their Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

NOTE 2

The Deed contains a power to appoint a Receiver over all or any of the Assets or an administrator or administrators over the Company.

NOTE 3

The Deed contains a power of attorney in favour of the Bank.

NOTE 4

Unless the context otherwise requires, all covenants (except that in clause 2.1.1 of the Deed), guarantees, agreements and obligations on the part of the Companies contained in the Deed are given and entered into by them jointly and separately and shall be construed accordingly.

12. DEFINITIONS

"Assets" means, in relation to the Company, all its undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

"Companies" means Newcastle United Limited (company number 02529667); Newcastle United Football Company Limited (company number 00031014); NUFC.co.uk Limited (company number 04273370); St James' Park Newcastle Limited (company number 03796850); and Newcastle United Enterprises Limited (company number 03305223) and any company which accedes as a party to the Deed under clause 19 to the Deed (with effect from the time of its accession) except that paragraph 1 of the first schedule to the Deed applies;

"Floating Charge Assets" means in relation to the Company, those of its Assets that are for the time being comprised in the floating charge created by clause 3.1.3 to the Deed, but only insofar as concerns that floating charge;

"Intellectual Property" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h) to the Deed;

Name of company

*insert full name
of Company

* Newcastle United Enterprises Limited ("Company")

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Receivables" means in relation to the Company all sums of money receivable by it or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 to the Deed;

"Receiver" means every person the Bank appoints as a receiver and manager under clause 13 to the Deed, including any substituted receiver and manager;

"Securities" means in relation to the Company all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that guarantor) and all other investments as listed in Part II of schedule 2 to the Financial Services and Markets Act 2000:

(a) which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or

(b) the certificates for which are now or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of its nominee or to its order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise; and

any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.



DLA Piper UK LLP
Princes Exchange
Princes Square
Leeds
LS1 4BY
United Kingdom
DX 12017 Leeds 1
T +44 (0)113 369 2047
F +44 (0)113 369 2399
W www.dlapiper.com

For the attention of: Cathy Eley-Rees
Companies House
DX 33050
Cardiff

Your reference

Our reference

CJR/TL/315541/97

UKM/25492997.1

20 July 2009

By DX and Fax : 029 2038 0827

Dear Madam

NEWCASTLE UNITED LIMITED (COMPANY NUMBER 02529667)
NEWCASTLE UNITED FOOTBALL COMPANY LIMITED (COMPANY
NUMBER 00031014)
NUFC CO UK LIMITED (COMPANY NUMBER 04273370)
ST JAMES' PARK NEWCASTLE LIMITED (COMPANY NUMBER 03796850)
NEWCASTLE UNITED ENTERPRISES LIMITED (COMPANY NUMBER
03305223)

We write further to your telephone conversation with Sally Williamson of this office earlier today.

We would be grateful if you could amend the forms 395 in respect of the above Companies in the following manner:

1. in relation to the forms 395 in respect of the guarantee and debenture dated 1 July 2009, please amend the text in the "Amount secured by the mortgage or charge" so that the first "Company" is amended to "Companies (as defined below)". The first sentence would now read "Any obligation for the payment or repayment by the Companies (as defined below)"; and
2. in relation to the forms 395 relating to the supplemental deed dated 1 July, please amend the "Amount secured by the mortgage or charge" section such that the first "Chargor" is amended to "Chargors (as defined below)". The first sentence would therefore now read "Any obligation for the payment or repayment by the Chargors (as defined below)".

Please confirm that these amends will render the forms 395 suitable for registration at Companies House.

Your help in this matter is greatly appreciated.

Yours faithfully

DLA Piper UK LLP

Regulated by the Solicitors Regulation Authority.

A limited liability partnership registered in England and Wales (number OC307847) which is a law firm and part of DLA Piper, a global organisation.

A list of members is open for inspection at its registered office and principal place of business, 3 Noble Street, London, EC2V 7EE and at the address at the top of this letter. Partner denotes member of a limited liability partnership.

UK switchboard
+44 (0)8700 111 111



INVESTOR IS PEOPLE



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3305223
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 1 JULY 2009 AND CREATED BY NEWCASTLE UNITED
ENTERPRISES LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY
OF THE COMPANIES NAMED THEREIN TO BARCLAYS BANK
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 20 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2009

*PO
Jed*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES