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in black type, or
bold block lettering

* insert full name
of Company

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
COMPANIES HOUSE

28

154044

Name of company

* NORWICH CITY FOOTBALL CLUB PLC ("the Issuer")

Date of creation of the charge

3 December 2003

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

SUPPLEMENTAL DEBENTURE dated 3 December 2003 between the Issuer and the Trustee (the
"Supplemental Debenture")

Amount secured by the mortgage or charge

All monies, debts and liabilities which may at any time be or become due, owing or incurred, actually
or contingently, by the Issuer to:

(a) the Trustee, in its capacity as such in relation to the Notes and in respect of any Liabilities
incurred by the Trustee in relation thereto;

(b) the Noteholders in respect of principal, interest or other amounts payable in respect of the Notes;
and

(c) the other Secured Creditors in their respective capacities as such under or in relation to the
Transaction Documents;
(the "Secured Issuer Obligations").

Continued on Addendum 2/4

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

PRUDENTIAL TRUSTEE COMPANY LIMITED, Laurence Pountney Hill, London (the "Trustee")

Postcode EC4R 0HH

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

Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

STB/skd/3256635

Time critical reference

For official Use
Mortgage Section

Post room



A04
COMPANIES HOUSE

0388
13/12/03

Short particulars of all the property mortgaged or charged

1. FIXED CHARGE

The Issuer has charged with full title guarantee in favour of the Trustee as security for the payment and discharge of the Secured Issuer Obligations, by way of first fixed charge all the Issuer's right, title and interest from time to time in and to the Car Park Lease (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party).

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

2. CAR PARK LEASE

2.1 The Car Park Lease shall from 3 December 2003 form part of the Issuer Charged Property and all trusts, covenants, conditions and provisions of the Issuer Debenture shall apply thereto.

Continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Date

12 December 2008

On behalf of mortgagee/chargee[†]

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 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

M395 Continuation

Company number

154044

Name of company

* insert full name
of company

* NORWICH CITY FOOTBALL CLUB PLC (the "Issuer")

Addendum 1/4

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

Company number

154044

Name of company

* insert full name
of company

* NORWICH CITY FOOTBALL CLUB PLC (the "Issuer")

Addendum 2/4

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

NOTE.

In this form:

"Car Park Lease" means a lease dated 28 November 2003 between Kerrison Holdings Limited and the Issuer relating to property registered at HM Land Registry under title number NK288928;

"Conditions" means the terms and Conditions to be endorsed on each Note Certificate, in the form or substantially in the form set out in Schedule 2 (Terms and Conditions) to the Trust Deed and any reference to a particular numbered Condition shall be construed in relation to the Notes accordingly;

"Issuer Charged Property" means the property in respect of which security is created or purported to be created by or pursuant to the Issuer Debenture;

"Issuer Debenture" means the debenture dated 22 April 2003 between the Issuer and the Trustee and a supplemental debenture dated 3 December 2003 between the Issuer and the Trustee relating to the Car Park Lease;

"Liabilities" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceedings or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and any interest and penalties in respect thereof and including any irrecoverable value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

"Master Definitions Schedule" means the master definitions and interpretation schedule dated 22 April 2003 between, amongst others, the Issuer and the Trustee, as amended and restated on 3 December 2003;

"Note Certificate" means any registered Note Certificate representing a Noteholder's holding of Notes, in or substantially in the form set out in Schedule 1 (Form of Note Certificate) to the Trust Deed;

"Noteholder" and, in relation to a Note, "Holder" has the meaning given to such terms in the Conditions;

"Note Purchase Agreement" means the Note Purchase Agreement between the Issuer and the Investors (as defined therein) dated 10 April 2003 relating to the Notes;

"Notes" means the Series A Notes and the Series B Notes or either of them as the context requires;

"Secured Creditors" means the Trustee (for itself and on behalf of the Noteholders), the Noteholders, the Account Bank (as defined in the Master Definitions Schedule), the Paying Bank (as defined in the Master Definitions Schedule) and any other person or entity appointed in accordance with the Transaction Documents;

"Series A Notes" means the £7,500,000 7.67 per cent. Series A Senior Secured Notes due 2018 to be issued by the Issuer pursuant to the Note Purchase Agreement and in accordance with the Trust Deed;

"Series B Notes" means the £7,500,000 Series B Senior Secured Notes due 2018 to be issued by the Issuer pursuant to the Note Purchase Agreement and in accordance with the Trust Deed;

Company number

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"Transaction Documents" means the AXA Fee Letter, the Cash Management Agreement, the Conditions, the Mandates, the Notes, the Note Purchase Agreement, the Paying Bank Agreement, the Priority Deeds, the Security Documents, the Trust Deed, the Trustee Fee Letter (as all such terms are defined in the Master Definitions Schedule) and any other document whether in existence as at 3 December 2003 or in the future designated as a Transaction Document by the Trustee (acting on the instructions of all of the Noteholders) and "Transaction Document" means any one of them;

"Trust Deed" means the trust deed dated 22 April 2003 between the Issuer and the Trustee, as amended and restated by an amendment and restatement agreement dated 3 December 2003, constituting the Notes.

M395 Continuation

Company number

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Name of company

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* NORWICH CITY FOOTBALL CLUB PLC (the "Issuer")

Addendum 3/4

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

Company number

154044

Name of company

* insert full name
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* NORWICH CITY FOOTBALL CLUB PLC (the "Issuer")

Addendum 4/4

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

2.2 The Issuer shall not without the Trustee's written consent, in relation to its interest in the Car Park Lease and the premises leased thereby (the "Premises"):

- (a) hold the Premises expressly or implicitly on trust for another person;
- (b) part with possession of the Premises;
- (c) assign a part or whole of the Premises;
- (d) charge a part or the whole of the Premises;
- (e) underlet a part or the whole of the Premises;
- (f) share possession of the Premises other than as permitted under the Car Park Lease; or
- (g) surrender the Car Park Lease in whole or in part.

3. CONSTRUCTION OF DEBENTURE

The Issuer Debenture and the Supplemental Debenture shall be read together as one instrument on the basis that references in the Issuer Debenture to "this deed" or "this agreement" will be deemed to include the Supplemental Debenture.

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 SUPPLEMENTAL DEBENTURE DATED THE 3rd DECEMBER 2003 AND CREATED BY NORWICH CITY FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE ISSUER TO THE TRUSTEE, THE NOTEHOLDERS AND THE OTHER SECURED CREDITORS UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th DECEMBER 2003.

P
2
82



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES