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COMPANIES FORM No. 395

148364/13

Particulars of 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

[18]

154044

Name of company

* Norwich City Football Club Plc

Date of creation of the charge

26 January 2006

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

Legal Charge

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to BoS at any time and from time to time by the Company whether:

(i) they arise before or after BoS has demanded that they are repaid or carried out;

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

(iii) the Company owes or is to carry them out on its own or jointly with any other persons;

(iv) the Company owes or is to carry them out on its own account or as guarantor for other persons;
together with Interest upon them and Expenses relating to them (the "Debt").

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

The Governor and Company of the Bank of Scotland (BoS)
Norwich Business Centre, 3 Queen Street, Norwich

Postcode NR2 4SG

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

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

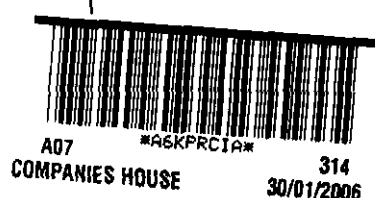
KF/2002821-0131

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges as security for the Debt:-

1. by way of legal mortgage the Property;
2. by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
3. by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
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 Charge;
5. by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to BoS absolutely subject to redemption upon repayment of the Debt;
6. by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
7. if the Company is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods at the date of the Charge or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

Particulars as to commission allowance or discount (note 3)

Signed

Mills & Levee

Date 27 January 2006

On behalf of ~~XXXXXXXXXXXX~~ (chargee) † BoS

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 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

Please do not write in this margin

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

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

† delete as appropriate

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

154044

Name of Company

Norwich City Football Club Plc

~~XXXXXX~~

* 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*

The Company's Obligations

The Company agrees with BoS not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of BoS.

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

Definitions

"Charge" means any mortgage, charge or sub-charge (in relation to a sub-charge of registered land by charging with the payment of money the indebtedness secured by the registered charge) created at any time over any interest in the Property to secure the repayment of the Debt to BoS.

"Conditions" means BoS's Commercial Charge Conditions (2003 Edition).

"Expenses" means the total of the following:

(i) any commission and other charges which BoS may from time to time charge to the Company in the ordinary course of BoS's business in respect of the Debt or any service provided by BoS to the Company;

(ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Company under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions;

(iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property; together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to BoS by way of interest upon the Debt.

"Property" means the freehold property known as Colney Training Ground, Hethersett Lane, Colney, Norwich registered at H.M. Land Registry under Title Number NK106975.

"Receiver" means any person (who may be an employee of BoS) who is appointed by BoS in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by BoS in writing for such person.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licenses to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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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 26th JANUARY 2006 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 30th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st FEBRUARY 2006.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES