

MG01

Particulars of a mortgage or charge

372033/13



iris[™]
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

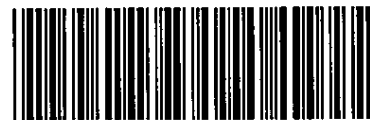
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s.

FRIDAY



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30/10/2009

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COMPANIES HOUSE

1

Company details

Company number 0 0 0 3 1 0 1 4

Company name in full Newcastle United Football Company

Limited ("**Chargor**")

For official use

27

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d2 d8 m1 m0 y2 y0 y0 y9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Supplemental deed relating to a guarantee and debenture dated 1 July 2009 ("**Debenture**") made on 28 October 2009 between (1) the Chargor and (2) Barclays Bank PLC ("**Bank**") ("**Deed**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All Indebtedness, now or in the future due, owing or incurred (before or after demand) in any manner whatsoever by the Chargor to the Bank. e

Continuation page

Please use a continuation page if you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name Barclays Bank PLC (company number 01026167)

Address 1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1. SECURITY

1.1 Assignment by way of security

In consideration of the Bank making or continuing to make facilities available or otherwise giving credit or granting or continuing other banking services or facilities to the Chargor, the Chargor with full title guarantee assigns and agrees to assign by way of security to the Bank all its present and future right, title and interest in and to the Assigned Property.

1.2 Fixed Charge

To the extent that any asset expressed to be assigned pursuant to clause 3.2 of the Deed (as repeated at 1.1 above) is not effectively so assigned by that clause, the Chargor charges and agrees to charge by way of first fixed charge all its present and future right, title and interest in and to that asset.

2. NEGATIVE PLEDGE

The Chargor will not, except with the prior written consent of the Bank:

(i) dispose or purport to dispose of any interest in or grant any right over the Assigned Property; or

(ii) create, agree to create or allow to remain outstanding any Encumbrance over any Assigned Property; or

(iii) procure the payment of any of the Assigned Property, or allow payment of the Assigned Property to be paid, into any bank account other than an account in the name of the Chargor held with the Bank.

CONTINUED ON 2 PAGES

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount Nil.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X DLA P. PER WCLUP X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Claire Clayton-Stead

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country England

DX DX: 12017 LEEDS

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

3. POWER OF ATTORNEY

The Chargor irrevocably appoints the Bank and the Receiver jointly and also severally as its attorney and attorneys and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required by the terms of the Deed and which the relevant Chargor has not, following a request made by the Bank, done.

4. DEFINITIONS

Unless otherwise stated, the following terms shall have the following meanings:

"Additional Deferred Player Sales Payments" means the sum of £3,250,000 payable by Wigan Athletic AFC Limited to the Chargor on 4 January 2010 in relation to the sale of Charles Nzogbia under the terms of an agreement dated 2 February 2009 and the sum of €950,000 payable by SS Lazio Spa to the Chargor on 1 March 2010 in relation to the sale of David Rosehnal under the terms of an agreement dated 31 January 2008;

"Assigned Property" means, unless and until the same have been reassigned to the Chargor in accordance with clause 5.3 of the Deed, the Premier League Payments, the Championship Payments and the Deferred Player Sales Payments;

"Championship League" means the Coca-Cola Championship or any replacement thereof by whatever name;

"Championship Payments" means the payments due to be made by the Championship League to the Chargor pursuant to Articles 58 to 60 (inclusive) of the Football League Secretary's Manual 2008, or the corresponding provisions of any replacement manual;

"December Deferred Player Sales Payments" means the aggregate sum of €3,360,000 payable by VFL Wolfsburg to the Chargor in two equal instalments on 31 August 2010 and 31 August 2011 in relation to the sale of Obafemi Martins under the terms of an agreement dated 29 July 2009;

"Deferred Player Sales Payments" means the Additional Deferred Player Sales Payments, the November Deferred Player Sales Payments and the December Deferred Player Sales Payments;

"Encumbrance" means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

"Indebtedness" includes any obligation for the payment or repayment by the Chargor 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 Chargor to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges;

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"November Deferred Player Sales Payments" means the sum of £3,983,333 payable by Aston Villa FC Limited to the Chargor on 29 August 2010 in relation to the sale of James Milner under the terms of an agreement dated 29 August 2008 and the sum of £1,500,000 payable by Fulham Football Club (1997) Limited to the Chargor on 15 August 2010 in relation to the sale of Damien Duff under the terms of an agreement dated 15 August 2009;

"Premier League" means the Barclays Premier League or any replacement thereof by any name;

"Premier League Payments" means the payments due to be made by the Premier League for the 2010/2011 season to the Chargor pursuant to Rules C35, C37 and C39 of the Rules of the Premier League, as from time to time in force. For the avoidance of doubt this shall include any monies received from the Premier League in relation to television income; and

"Receiver" means every person the Bank appoints as a receiver and manager under clause 13 of the Debenture, including any substituted receiver and manager.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 31014
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 28
OCTOBER 2009 AND CREATED BY NEWCASTLE UNITED
FOOTBALL COMPANY LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 30 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER
2009

Dx. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES