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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

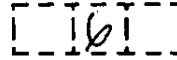
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04593477

Name of company

* Leicester City Football Club Limited ("**Mortgagor**")

Date of creation of the charge

22 December 2008

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

LEGAL CHARGE ("**Deed**") between Leicester City Football Club Limited as
Mortgagor and Barclays Bank PLC ("**Bank**")

Amount secured by the mortgage or charge

All moneys and liabilities which shall for the time being (and whether
on or at any time after such demand) be due or owing or incurred to the
Bank by the Mortgagor whether actually or contingently and whether
solely or jointly with any other person and whether as principal or
surety including interest discount commission or other lawful charges
and expenses which the Bank may in the course of its business charge in
respect of any of the matters aforesaid or for keeping the Mortgagor's
account and so that interest shall be computed and compounded according
to the usual mode of the Bank as well after as before any demand made or
judgment obtained hereunder and will on such demand also retire all
bills or notes which may for the time being be under discount with the
Bank and to which the Mortgagor is a party whether as drawer acceptor
maker or indorser without any deduction whatsoever.

See definitions in Addendum 2/4

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

Barclays Bank PLC whose address for service is UK Banking Service Centre,
P.O. Box No. 299, Birmingham

Postcode B1 3PF

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

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



A29

24/12/2008
COMPANIES HOUSE

329

Short particulars of all the property mortgaged or charged

See Addendum 4/4

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

DLA Piper USA LLP

Date 23 December 2008

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

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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)

NOTE:

In this form:

"**Mortgaged Property**" means the freehold property known as or being Apartment 11, 31 Watkin Road, Leicester LE2 7AG registered at the Land Registry under title number LT397194

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)

NOTE:

In this form:

"**Mortgaged Property**" means the freehold property known as or being Apartment 11, 31 Watkin Road, Leicester LE2 7AG registered at the Land Registry under title number LT397194

1. The Mortgagor with full title guarantee hereby charges by way of legal mortgage the Mortgaged Property with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor.
2. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
3. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.
4. Section 103 of the Law of Property Act 1925 shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that

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the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

5. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers ("the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
- (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Deed (including the power of attorney contained in Clause 5(g) hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless the Bank shall in such appointment specify to the contrary.
- (c) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (d) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:-
- (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
 - (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
 - (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such

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terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;

(vii) to make any arrangement or compromise which the Bank or he shall think fit;

(viii) to make and effect all repairs improvements and insurances;

(ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

(x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.

(e) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.

(f) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

(g) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the attorney and attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(h) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

6. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think

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expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

7. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 6 or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.
8. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution of the Deed relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.
9. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.
10. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.
11. The Mortgagor hereby covenants with the Bank that:-
 - (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1986 to 2002 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;
 - (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.
12. Where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any

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reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

13. If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4593477
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 22
DECEMBER 2008 AND CREATED BY LEICESTER CITY
FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS
BANK PLC ON ANY ACCOUNT WHATSOEVER 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
24 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES