

Dated 19 April 2024

between

NORFOLK FB HOLDINGS, LLC

and

NORWICH CITY FOOTBALL CLUB PLC

**FIFTH AMENDMENT AGREEMENT RELATING TO THE
RELEVANT LOAN AGREEMENT**

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THIS AGREEMENT is dated 19 April 2024 and made between:

- (1) **NORWICH CITY FOOTBALL CLUB PLC**, a public limited company incorporated in England and Wales (registered number 00154044), whose registered office is at Carrow Road, Norwich, Norfolk NR1 1JE ("**NCFC**"); and
- (2) **NORFOLK FB HOLDINGS, LLC**, a limited liability company formed in Delaware, USA ("**Norfolk**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

"**Amended Agreement**" means the Original Agreement, as amended by this Agreement.

"**Effective Date**" means 15 April 2024.

"**Original Agreement**" means the US\$6,020,146.41 senior unsecured promissory note between NCFC and Norfolk dated 9 June 2023, as amended by the amendment agreement dated 21 August 2023, as further amended by the amendment agreement dated 12 February 2024, as further amended by the amendment agreement dated 1 March 2024 and as further amended by the amendment agreement dated 27 March 2024.

"**Party**" means a party to this Agreement.

"**Representations and Warranties**" means the representations and warranties set out in section 7 (*Representations and Warranties*) of the Original Agreement.

1.2 **Third Party Rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

2. **REPRESENTATIONS AND WARRANTIES**

NCFC makes the relevant Representations and Warranties by reference to the facts and circumstances then existing on the date of this Agreement as if each reference in those Representations and Warranties include this Agreement and the Amended Agreement.

3. **AMENDMENT**

3.1 **Amendment**

The Original Agreement shall be amended with effect on and from the Effective Date as follows in respect of section 4 (*Maturity Date*) of the Original Agreement, the words "*April 15, 2024 (the **Maturity Date**)*" shall be deleted and replaced with the words "*April 24, 2024 (the **Maturity Date**)*".

3.2 **Continuing obligations**

- (a) The provisions of the Original Agreement shall, save as amended by this Agreement, continue in full force and effect and shall be read and construed as one with this Agreement.

4. **MISCELLANEOUS**

4.1 **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument and the Parties may enter into this Agreement by executing any such counterpart.

4.2 **Jurisdiction and Venue**

- (a) NCFC hereby irrevocably and unconditionally (a) agrees that it may not bring any legal action, suit or proceeding arising out of or relating to this Agreement in any forum other than the courts of the State of New York or of the United States of America in New York, New York and (b) submits to the jurisdiction of any such court in any such action suit or proceeding.
- (b) NCFC irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any such court and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Nothing in this Agreement shall affect any right that Norfolk may otherwise have to bring any action or proceeding relating to this Agreement against NCFC or its properties in the courts of any jurisdiction.

5. **GOVERNING LAW**

This Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of New York, without regard to the principles of conflict of laws other than Section 5-1401 of the New York General Obligations Law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNATURES

NORWICH CITY FOOTBALL CLUB PLC



Name: Zoe Webber

Title: Director

NORFOLK FB HOLDINGS, LLC



Name: Richard Schlesinger

Title: President – Business Operations