

M

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company**COMPANIES FORM No. 395**

31562/13

Particulars of a mortgage or charge**395****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

181

2114486

Name of company

* Fulham Football Club (1987) Limited (the Borrower)

Date of creation of the charge

24 August 2009

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

Debenture dated 24 August 2009 made between the Borrower(1) and Birsket
Holdings SA (2) (the Lender) (the Debenture)

Amount secured by the mortgage or charge

The Borrower covenants with the Lender that it will on demand pay and
discharge all monies and liabilities now or at any time in the future due,
occurring or incurred by the Borrower to the Lender on any account, whether
actual or contingent and whether as principal or surety, together with all
interest, charges and expenses.

The Borrower shall pay interest (as well after or before any judgment at
the rate or rates applicable under the agreements or arrangements giving
rise to the relevant liabilities. Interest shall be compounded in the event
of it not being punctually paid in accordance with the usual practice of
the Lender but without prejudice to the rights of the Lender to require
payment of such interest.

All capitalised terms are defined in the Debenture if not defined in this
form.

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

Birsket Holdings SA, Vanterpool Plaza, Wickhams Cay 1, Second Floor, Road
Town, Tortola.

Postcode

Presentor's name address and
reference (if any):Teacher Stern LLP
37/41 Bedford Row
LONDON
WC1R 4JH

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A24

A4CEUD08

05/09/2009

168

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Borrower charges by way of floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future.

The Borrower assigns to the Lender all of its right, title and interest in the Receivables (as defined in Schedule 1) of the Debenture. The Lender shall be entitled to apply all of the proceeds of the Receivables in payment of the monies and liabilities referred to in clause 2.1 of the Debenture. It is expressly agreed by the Lender that, to the extent that the Borrower has any right, title or interest in the Non Secured Assets, the Lender shall acquire no rights or security interest under the Debenture in the Non-Secured Assets.

Continued on Particulars of a mortgage or charge continuation sheet.

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bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed

Teacher Ben Lee

Date

4/09/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† delete as
appropriate

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

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**Particulars of a mortgage or charge
(continued)**

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company Number

42114486

Name of Company

Fulham Football Club (1987) Limited (the Borrower)

Limited*

* 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
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bold block lettering*

The Borrower shall not without the prior written consent of the Lender:

create or permit to subsist any mortgage, charge, pledge, lien (other than in favour of the Lender and up to and including 28 August 2009, an account security deed dated 11 December 2006 in favour of Fortis Bank) or other security interest on any of its assets other than the Debenture; and/or

sell, transfer or otherwise dispose of or deal with any of the assets which are charged by way of floating charge under the Debenture other than disposals for full market value in the ordinary course of business (and so for the avoidance of doubt, the market value of any players of the Borrower sold or transferred shall be determined at the relevant time by the directors of the Borrower).

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2114486
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 AUGUST
2009 AND CREATED BY FULHAM FOOTBALL CLUB (1987)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BIRSKET HOLDINGS SA 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 5 SEPTEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2009

P. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES