



COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

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

Name of company

* CHARLTON ATHLETIC HOLDINGS LIMITED

* insert full name
of company

Date of creation of the charge

31ST AUGUST 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

The sums outstanding from time to time up to a maximum of £100,000 and other lawful charges and expenses which the Mortgagee (as defined in the Legal Charge) may charge under the provisions of the Legal Charge.

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

RICHARD MURRAY of Venture House, Davis Road, Chessington, Surrey

Postcode KT9 1TT

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

Memery Crystal
31 Southampton Row
London
WC1B 5HT
Ref: LG/RSD
Tel: 071-242 5905

For official Use
Mortgage Section**REGISTERED****3 SEP 1992**

Post room

COMP

Time critical reference

Short particulars of all the property mortgaged or charged

The freehold property situate and known as The Vally Charlton SE7 and registered at HM Land Registry with title absolute under title number SGL 201075 save for those parcels of land marked "A", "B" and "C" on the plan marked "X" attached to the Legal Charge and all fixtures and fittings in or about the same and all and every interest in them or in their proceeds of sale which the Mortgagees (as defined in the Legal Charge) may charge at law or in equity.

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)

Signed

Memory Crystal

Date

1.9.92

On behalf of [company] ~~[mortgagee/chargee]~~ xx

† 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.



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

9/9

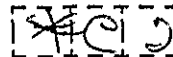
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To the Registrar of Companies

For official use

Company number

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



2689249

Name of company

* CHARLTON ATHLETIC HOLDINGS LIMITED

* Insert full name
of company

Date of creation of the charge

31 August 1992

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

Legal Charge

Amount secured by the mortgage or charge

All monies and other liabilities owing by the Mortgagor
to the Mortgagee pursuant to the terms of a Loan Agreement
dated 28 August 1992 (as defined in the Legal Charge) and
interest and other ^{lawful} ~~local~~ charges and expenses which the
Mortgagee may charge under the provisions of the Legal
Charge.

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

Plexford Limited, 48 Shooters Hill Road, Blackheath

London SE3 7BG

Postcode

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

Memery Crystal
31. Southampton Row
LONDON WC1B 5HT
Ref* LG.RSD
Tel+ 071 242 5905

For official Use

REGISTERED

3 SEP 1992

Post room

05 SEP 1992

M

69

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

The freehold property situate and known as The Valley, Charlton SE7 and registered at HM Land Registry with title absolute under title number SGL 201075 save for those parcels of land marked "A" "B" and "C" on the plan marked "X" attached to the Legal Charge and all fixtures and fittings in or about the same and all and every interest in them or in their proceeds of sale which the Mortgagees (as defined in the Legal Charge) may charge at law or in equity.

Particulars as to commission allowance or discount (note 3)

Signed

Memery Crystal
MEMERY CRYSTAL

Date

1 September 1992

On behalf of [company] [mortgagee/chargee]†

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 31st AUGUST 1992
and created by CHARLTON ATHLETIC HOLDINGS LIMITED

for securing all moneys due or to become due from the Company to RICHARD
MURRAY NOT EXCEEDING £100,000 under the terms of LOAN AGREEMENT OF EVEN
DATE AND/OR THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd SEPTEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 15th SEPTEMBER 1992

No. 2689249

K F Thomas
K F THOMAS

an authorised officer

C.69

*Post
15/9
2W*

Short particulars of all the property mortgaged or charged

Please do not
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this margin

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

1. As a continuing security for all respective liabilities and obligations described above:

- (i) by way of first legal mortgage such freehold or leasehold estates or interests in The Valley, Charlton, London SE7 8BL registered at HM Land Registry under title number SGL 201075 save for parcels of land marked (a) or (b) and (c) on the plan attached to Schedule 1 to the Deed (the "Property") now respectively vested in the Guarantor and all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) at the date of the Deed or thereafter from time to time therein or thereon and/or the proceeds of sale lease or other deposition in respect thereof; and
- (ii) by way of fixed equitable charge all estates or interests in the Property (other than such estates or interests effectively mortgaged under sub-clause (i) above) at the date of the Deed and at any time during the continuance of the security constituted by the Deed belonging to or charged to the Guarantor and all licences now or hereafter held by the Guarantor to enter upon or use land

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

McKenna

Date

11/9/92

On behalf of [company][mortgagee/chargee]†

† 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.

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 2
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

Name of company

 Limited**delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(the "Guarantor") (2) (the Borrower and Guarantor together being referred to as "Chargors") and Kier Regional Limited (the "Lender") (3) and the expressions Lender, Guarantor, and Borrower include their respective successors, transferees and assigns whether immediate or derivative and any delegates or sub-delegates.

charges, expenses and damages (including any value added tax thereon) sustained or incurred by the Lender in connection with the enforcement, defence or protection of the security constituted by the Legal Mortgage (as the same made from time to time be varied, amended, supplemented, substituted, novated or assigned) (the "Deed") or the appointment of any receiver, receiver or manager or administrative receiver appointed pursuant to the provisions of the Deed (the "Receiver"), delegate or sub-delegate thereunder or the pursuit of any rights therein contained or under the Facility Agreement, the Deed or all the real, personal and/or incorporeal property mortgaged or charged thereunder (the "Charged Property") in each case on a full indemnity basis together with all other conditions, covenants and obligations of the Borrower contained in the Deed and in the Facility Agreement (the "Obligations") as shall not have been paid, performed or discharged when due and at the time such demand is made and indemnify and keep indemnified the Lender on demand from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Lender as a result of any failure by the Borrower to carry out any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever; and

- (b) all costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Deed or the appointment of any Receiver, delegate or sub-delegate hereunder or the pursuit of any rights therein contained or in connection with the Facility Agreement, the Deed or the Charged Property (as hereinafter defined), in each case on a full indemnity basis and further covenants to observe, perform, pay and discharge all other obligations and liabilities whether actual or contingent due at the time of creation of the Legal Mortgage or thereafter owing or incurred by the Company under or in connection with the Deed.
- (c) interest on and in respect of any amounts due after the foregoing from day to day until full discharge (whether before or after judgement, liquidation, winding-up or administration of the Guarantor) at such rate or rates as may from time to time be payable or deemed to be payable (whether before or after demand or judgement (in accordance with the Facility Agreement and, in the case of any sum payable under paragraph (b) above, at the rate of two per cent. (2%) per annum over the Base Rate of National Westminster Bank PLC from time to time; PROVIDED THAT, in relation to such costs, charges, expenses, and damages and other sums as are mentioned in paragraph (b) above interest shall accrue and be payable as from the date on which the same are paid by the Lender, any Receiver, delegate or sub-delegate as therein mentioned or became due to such Receiver delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof;
- (d) the amount recoverable under Clause 20 of the Deed being the amount of any security granted or payment made to the Lender by the Chargors or any other person on any settlement, discharge or release which is avoided or reduced or ordered to be refunded by virtue of any provisions of any enactments relating to bankruptcy, liquidation or insolvency for the time being in force;
- (e) all costs incurred by any receiver in carrying out such acts in relation to all or any part of the Charged Property which such Receiver considers necessary or desirable to maintain the value of such Charged Property or to maintain the efficacy of the security constituted by the Deed over the Charged Property, including, without limitation, the costs of services obtained from any persons in any way relating thereto and the costs of employing agents, contractors, workmen, surveyors, architects, lawyers or such other persons as it or he thinks fit to advise on all acts in relation thereto, together with interest at the rate referred to in paragraph (c) above accruing from the date of the same being incurred by such Receiver; and

Please do not
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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

and the benefit of all other agreements relating to land to which the Guarantor is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Guarantor and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged under the Deed and/or the proceeds of sale thereof.

- N.B. (i) The Legal Mortgage contains provisions whereby the Chargors jointly and severally covenant and agree that they will not, without the prior consent in writing of the Lender:
- (a) create or attempt to create or permit to subsist any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising (the "Security Interest") or permit any other proprietary right or interest to arise on or affect the Charged Property or any part thereof or any interest therein; or
 - (b) part with possession of, transfer, assign, sell, lease or otherwise dispose of the Charged Property or any part thereof or any interest therein or attempt or agree so to do whether by a single or a series of transactions.

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 3
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

Name of company

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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- (f) together with an indemnity out of the Charged Property (hereinafter defined) in favour of the Lender and every Receiver, delegate, sub-delegate and any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable and in respect of all liabilities, costs, charges, losses and expenses properly incurred or suffered by them or any of them in the execution or the purported execution of any powers, authorities or discretions vested in them or any of them pursuant to the Deed and against all actions, proceedings, claims and demands in respect of any matter or thing done or omitted or in any way relating to the Charged Property or the provisions of the Deed or occasioned by any breach by the Chargors of any of their covenants or other obligations to the Lender under the Deed or under the Facility Agreement.

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

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

This image shows a completely blank white page enclosed by a prominent, thick black rectangular border. The interior of the page is devoid of any text, markings, or illustrations. There are some minor dark specks and faint noise visible along the bottom edge, likely due to the scanning process or the quality of the original document.

Please do not
write in this
binding margin

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

I hereby certify that a mortgage or charge dated the 31st AUGUST 1992
and created by CHARLTON ATHLETIC HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
CHARLTON ATHLETIC FOOTBALL COMPANY (1984) LTD. to KIER REGIONAL LIMITED
UNDER THE "FACILITY AGREEMENT" DATED 31st AUGUST 1992 OR UNDER THE DEED AS
DEFINED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th SEPTEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 17th SEPTEMBER 1992

No. 2689249

A handwritten signature in cursive script, appearing to read 'P. Davies'.

PHIL DAVIES

an authorised officer

C.69

Post

17.9

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

lease do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

lease complete
legibly, preferably
in black type, or
old block lettering

To the Registrar of Companies

For official use

Company number

Name of company

* Charlton Athletic Holdings Limited (the "Chargor")

Date of creation of the charge

14th December 1992

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

First Supplemental Mortgage Debenture dated 14 December 1992 and made between Charlton Athletic Football Company (1984) Limited (1), Charlton Athletic Holdings Limited (2) and Keir Regional Limited (the "Lender") (3) (the "First Supplemental Mortgage Debenture").

Amount secured by the mortgage or charge

All the Chargor's respective obligations and liabilities to the Lender covenanted to be paid, discharged or satisfied pursuant to the terms of a mortgage debenture dated 31st August 1992 and made between Charlton Athletic Football Company (1984) Limited (1), Charlton Athletic Holdings Limited (2) and the Lender (3) (the "Mortgage Debenture").

69
A -
K - The Company as for Charlton Athletic Football Company (1984) Limited.
T - The Mortgage Debenture dated 31st August 1992

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

KEIR REGIONAL LIMITED
TEMPSPORD HALL, SANDY
BEDFORDSHIRE Postcode SG19

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

McKenna & Co,
Mitre House,
160 Aldersgate Street,
London EC1A 4DD

Reference: CJS/41769.3

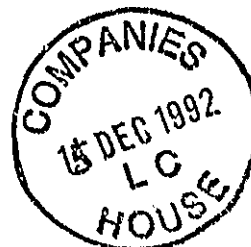
Time critical reference

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Mortgage Section

Post room

REGISTERED

15 DEC 1992



Short particulars of all the property mortgaged or charged

- i) By way of first legal mortgage all of the freehold and leasehold estates or interests in the property shown hatched black on, and being sites marked A, B and C on the plan attached to the First Supplemental Mortgage Debenture forming part of the Valley Charlton, London SE7 which is registered at HM Land Registry under title number SGL20107 (the "Property") at the date of the First Supplemental Mortgage Debenture vested in the Chargor and all buildings and fixtures (including trade fixtures and fixed plant and machinery) now or hereafter from time to time therein and thereon and excluding all land in Scotland and/or the proceeds of sale thereof; and
- ii) By way of fixed equitable charge or estates or interests in the Property (other than such estates or interests effectively mortgaged under sub-clause (i) above) at the date of the First Supplemental Mortgage Debenture or at any time during the continuance of the security constituted by the First Supplemental Mortgage Debenture belonging to or charged to the Chargor and all licences at the date of the First Supplemental Mortgage Debenture or thereafter held by the Chargor to enter upon or use land on the benefit for other agreements relating to land which the Chargor is or may become a party or otherwise entitled and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on any freehold or leasehold property an interest in which it is charged or mortgaged hereunder and/or the proceeds of sale thereof.

NB: The First Supplemental Mortgage Debenture contains provisions whereby all the provisions of the Mortgage Debenture apply to the First Supplemental Mortgage Debenture and the security constituted thereby.

Particulars as to commission allowance or discount (note 3)

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

Signed McKenna & Co

Date 14th 12 1972

On behalf of [company]/[mortgagee/chargee]†

† delete as
appropriate

Notes

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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 14th DECEMBER 1992
and created by CHARLTON ATHLETIC HOLDINGS LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR
CHARLTON ATHLETIC FOOTBALL COMPANY (1984) LIMITED to KIER REGIONAL LIMITED
under the terms of THE MORTGAGE DEBENTURE DATED 31st AUGUST 1992

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th DECEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 18th DECEMBER 1992

No. 2689249

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES

an authorised officer

69

CC

18.12

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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this margin

Pursuant to section 395 of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies

For official use

Company number

16

2689249

Name of company

* CHARLTON ATHLETIC HOLDINGS LIMITED

Date of creation of the charge

22 October 1993

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

LEGAL AND EQUITABLE CHARGE

Amount secured by the mortgage or charge

The sum of £135,000 plus interest and also all liabilities payments losses costs discount commission charges and expenses incurred by the Mortgagee in relation to the Legal and Equitable Charge and/or the property and assets charged by it.

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

HILL SAMUEL BANK LIMITED

100 Wood Street, London

Postcode

EC2P 2AJ

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

BERWIN LEIGHTON
Adelaide House
London Bridge
London EC4R 9HA
Ref: DGRE/H693/20/11

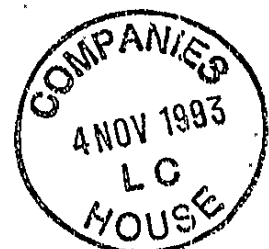
Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED

04 NOV 1993



Short particulars of all the property mortgaged or charged

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legibly, preferably
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bold block lettering

1. By way of legal mortgage the property described in the Schedule below and each and any part thereof and all buildings and other structures now or from time to time thereon together with the benefit of all easements and other rights now or from time to time benefiting the same ("the Property").

2. By way of fixed equitable charge all and any proceeds of sale or other disposal or realisation of the Property payable or receivable before at or after completion of any such sale or other disposal or realisation (including without limitation all value added tax or any tax supplementing or replacing the same payable on or in respect of the same and all deposits paid on such disposal or realisation whether or not the same are forfeited and all monies becoming payable to the Company, Roger Norman Alwen,

Particulars as to commission allowance or discount (note 3)

Signed

Bewin Leighton

Date 3 November 1993

On behalf of [company][mortgagee/chargee]†

† delete as
appropriate

Notes

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 - (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.
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Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

2689249

Name of company

CHARLTON ATHLETIC HOLDINGS

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

[illegible]

Heather Jane Alwen and Peter Richard Copp (the latter three individuals as Trustees of the Alwen Family Childrens Trust being hereinafter together called "the Alwen Trustees") including the persons deriving title under them (together "the Trustees for Sale") and/or the Alwen Trustees jointly with Fairplace Limited (together "the Old Trustees") or any nominee of the Trustees for Sale and/or the Old Trustees by way of compensation relating to the Property in any way whatsoever and whether under the provisions of the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any statutory modification or re-enactment thereof for the time being in force and all orders and regulations thereunder for the time being in force ("the Planning Acts") or of Section 25 of the Law of Property Act 1969 or otherwise howsoever) and whether payable to or receivable by the Trustees for Sale and/or the Old Trustees or any agent or other person on their behalf or the Commissioners of Inland Revenue or any other authority body or person whatsoever and the benefit of any account set up at any time in the name or for the account of the Trustees for Sale and/or the Old Trustees into which the proceeds of any such sale or other disposal or realisation shall be deposited and all monies from time to time standing to the credit of any such account.

3. By way of fixed equitable charge the benefit of each and all of the personal covenants by the lessees underlessees or licensees under each and all of the leases or underleases (as the case may be) and each and all of the licences or other occupational interests subject to which the interest of the Trustees for Sale and/or the Old Trustees in the Property is held now or from time to time ("the Occupational Leases") and each and all of the guarantees in respect of the obligations of lessees underlessees or licensees under or pursuant to the Occupational Leases in any such case whether given to the Trustees for Sale and/or the Old Trustees or any predecessor in title of either of them and the benefit of all rental deposits and other security given from time to time to secure the obligations of lessees underlessees or licensees under or pursuant to the Occupational Leases (subject to the terms under which such rental deposits or other security are held).

4. By way of fixed equitable charge the benefit of each and all of the following including (without limitation) all rights of enforcement of the same:-

- (1) the Agreement or Agreements now or hereafter entered into for (inter alia) the grant of an Occupational Lease or Occupational Leases of the whole or part of the Property
- (2) The copyright and rights in the nature of copyright vested in the Trustees for Sale and/or the Old Trustees

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

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

Company number

2689240

Name of company

CHARLTON ATHLETIC HOLDINGS

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

from time to time in any plans specifications and negatives prepared for or in connection with any development or refurbishment of or other works to the Property.

(3) The implied licence of the Trustees for Sale and/or the Old Trustees in any such plans specifications and negatives copyright of which is not vested in either of them.

(4) All guarantees warranties and representations given or made by and any rights or remedies against all or any of the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the building or buildings erected or to be erected on the Property and any other person firm or company now or from time to time under contract with or under a duty to the Trustees for Sale and/or the Old Trustees.

5. By way of security assignment all insurance policies in force from time to time in relation to the Property and all monies payable thereunder (subject to the terms of the Occupational Leases) including (without limitation) all rights of enforcement of the same.

6. By way of security assignment all of the Company's fifty per cent beneficial interest in the Property and in the assets described in paragraphs 2 to 5 including but not limited to all of the Company's interest in the proceeds of sale and the rents and profits until sale of the Property and the assets described in paragraphs 2 to 5 and all other (if any) the interest of the Company under the trust for sale under which the legal estate in the Property and in the assets described in paragraphs 2 to 5 is held by the Trustees for Sale.

THE SCHEDULE

All that piece or parcel of land commonly known as Aries Sports Ground Sparrows Lane New Eltham in the London Borough of Greenwich as the same is registered at H M Land Registry with title absolute under title numbers LN41407 374800 376552 453313 367396 and SGL170734

NOTES

1. The charges created by the Company in paragraphs 1 to 5 inclusive above are created by the Company as trustee for sale jointly with the Alwen Trustees and do not affect the 50% of the beneficial interest in the assets charged thereby which is not owed by the Company
2. The charge created by the Company in paragraph 6 is created by the Company as beneficial owner



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 22nd OCTOBER 1993
and created by CHARLTON ATHLETIC HOLDINGS LIMITED

for securing £135,000.00 and all other moneys due or to become due from
THE COMPANY AND/OR FAIRPLACE LIMITED AND/OR THE TRUSTEES (AS DEFINED) to
HILL SAMUEL BANK LIMITED under the terms of THIS CHARGE AND THE FACILITY
LETTER OF EVEN DATE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th NOVEMBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 9th NOVEMBER 1993

No. 2689249

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES

an authorised officer

C.69