

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

079454/10

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

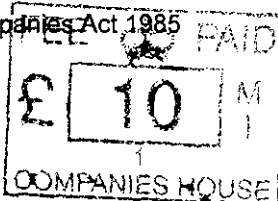
Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

3375418

Name of company

\* FULHAM STADIUM LIMITED (THE "MORTGAGOR")

Date of creation of the charge

2 JUNE 2004

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

LEGAL CHARGE DATED 2 JUNE 2004 BETWEEN (1) HARRODS HOLDINGS LIMITED (COMPANY NUMBER 1848143) (THE "LENDER") AND (2) THE MORTGAGOR (THE "LEGAL CHARGE")

Amount secured by the mortgage or charge

ALL AND ANY MONIES AND LIABILITIES UNDER THE CONDITIONAL LOAN AGREEMENT ENTERED INTO BETWEEN THE LENDER AND THE MORTGAGOR DATED 2 JUNE 2004 (THE "CONDITIONAL LOAN AGREEMENT") AND THE LEGAL CHARGE AND ALL COSTS, CHARGES AND EXPENSES WHICH THE LENDER MAY OR IN PAYING ANY RENT, RATES, TAXES OR OTHER OUTGOINGS OF WHATSOEVER NATURE IN RESPECT OF ANY PROPERTY FOR THE TIME BEING SUBJECT TO THE SECURITY CREATED BY THE LEGAL CHARGE OR IN INSURING, REPAIRING, MAINTAINING OR COMPLETING ANY BUILDINGS ON ANY SUCH PROPERTY AND ALL OTHER COSTS, CHARGES AND EXPENSES OF WHATEVER NATURE WHICH MAY BE INCURRED BY THE LENDER IN RESPECT OF ANY SUCH PROPERTY IN EACH CASE TO THE EXTENT THAT THE LENDER HAS INCURRED THE SAME IN ACCORDANCE WITH THE LEGAL CHARGE.

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

HARRODS HOLDINGS LIMITED  
87/135 BROMPTON ROAD  
KNIGHTSBRIDGE LONDON

Postcode SW1X 7XL

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

LEWIS SILKIN  
12 GOUGH SQUARE  
LONDON EC4A 3DW

DX 182 CHANCERY LANE

Time critical reference

PJT/87817.1/777316.1

For official Use  
Mortgage Section

Post room



A29  
COMPANIES HOUSE

0728  
10/06/04

Short particulars of all the property mortgaged or charged

1. THE MORTGAGOR WITH FULL TITLE GUARANTEE CHARGES BY WAY OF LEGAL MORTGAGE (AS A CONTINUING SECURITY) FULHAM FOOTBALL GROUND, CRAVEN COTTAGE, STEVENAGE ROAD, LONDON SW6 6HH TITLE NUMBER NGL539295 (THE "PROPERTY") TOGETHER WITH ALL FIXED PLANT AND MACHINERY ATTACHED TO THE PREMISES TO THE EXTENT OWNED BY THE MORTGAGOR WITH THE PAYMENT TO THE LENDER AND DISCHARGE OF ALL SUMS COVENANTED TO BE PAID TO THE LENDER UNDER THE LEGAL CHARGE AND ALL OTHER MONIES AND LIABILITIES INTENDED TO BE THEREBY SECURED (INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING ANY EXPENSES AND CHARGES ARISING OUT OF OR IN CONNECTION WITH THE ACTS OR MATTERS REFERRED TO IN CLAUSE 10 OF THE LEGAL CHARGE (APPOINTMENT OF A RECEIVER)) (BUT SUBJECT TO THE PRIOR CHARGE GRANTED BY THE MORTGAGOR IN FAVOUR OF IRISH NATIONWIDE BUILDING SOCIETY DATED 2 JUNE 2004 (THE "PRIOR CHARGE"))).

2. THE MORTGAGOR WITH FULL TITLE GUARANTEE FURTHER CHARGES TO THE LENDER BY WAY OF A FIXED CHARGE (BUT SUBJECT TO THE PRIOR CHARGE):

(a) ALL THE INTEREST OF THE MORTGAGOR IN ALL OR ANY MONIES RECEIVED OR TO BE RECEIVED BY THE MORTGAGOR OR THE SERVANTS OR AGENTS OR SOLICITORS OF THE MORTGAGOR AND ALL OR ANY MONIES OWING OR BECOMING OWING TO THE MORTGAGOR (WHETHER SUCH MONIES ARE RECEIVED OR TO BE RECEIVED BY OR ARE OWED OR BECOME OWING TO THE MORTGAGOR BY WAY OF DEPOSIT OR ON ACCOUNT OF THE PURCHASE PRICE OR AS STAKEHOLDER OR FOR THE USE AND BENEFIT OF THE MORTGAGOR OR OTHERWISE) IN RESPECT OF ANY SALE, LEASE OR MORTGAGE OF AND/OR OTHER DEALING WITH THE PROPERTY OR ANY PART THEREOF;

cont.../pg6

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

Particulars as to commission allowance or discount (note 3)

Signed

Lewis Silkin

Date

9 June 2004

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
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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

3375418

Name of Company

FULHAM STADIUM LIMITED (THE "MORTGAGOR")

Limited\*

\* delete if  
inappropriate

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

Please do not  
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binding margin

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

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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

(b) ALL THE INTEREST OF THE MORTGAGOR IN AND RIGHTS UNDER ANY CONTRACT OR AGREEMENT FOR THE SALE PURCHASE LEASING MORTGAGING THE PROPERTY OR ANY PART THEREOF (INCLUDING FOR THE AVOIDANCE OF DOUBT ITS RIGHTS AGAINST ANY PERSON GIVING ANY GUARANTEE OR SECURITY FOR THE PERFORMANCE OF ANY OBLIGATIONS UNDER SUCH CONTRACTS OR AGREEMENTS) AND THE BENEFIT OF ALL REPORTS AND SURVEYS RELATING TO THE PROPERTY AND ALL DUTIES OF CARE OWED TO THE MORTGAGOR IN RESPECT OF THE PROPERTY;

(c) ALL THE RIGHTS AND INTERESTS OF THE MORTGAGOR TO AND IN ANY PROCEEDS OF SALE OF THE WHOLE OR ANY PART OF THE PROPERTY WHICH MAY AT ANY TIME BE HELD OR RECEIVED BY THE MORTGAGOR OR ANY SOLICITOR OR OTHER PERSON, PERSONS, COMPANY OR ENTITY;

(d) (BY WAY OF ASSIGNMENT) ALL RENT AND OTHER MONIES FROM TIME TO TIME DUE, OWING OR INSURED TO THE MORTGAGOR UNDER ALL LEASES, TENANCIES OR OTHER OCCUPANCIES FROM TIME TO TIME OF THE PROPERTY OR ANY PART THEREOF.

3. THE STATUTORY POWER OF LEASING, ENTERING INTO AGREEMENTS FOR LEASES AND ACCEPTING SURRENDERS OF LEASES SHALL NOT DURING THE CONTINUANCE OF THE SECURITY CREATED UNDER THE LEGAL CHARGE BE EXERCISABLE BY THE MORTGAGOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER NOR WITHOUT SUCH CONSENT AS AFORESAID SHALL THE MORTGAGOR GRANT ANY LICENCE OR GIVE ANY CONSENT IN RESPECT OF (OR VARY OR AGREE TO VARY THE TERMS OF) ANY LEASE OR TENANCY.

4. DURING THE CONTINUANCE OF THE SECURITY CREATED UNDER THE LEGAL CHARGE NO PERSON OR PERSONS SHALL BE REGISTERED UNDER THE LAND REGISTRATION ACTS 1925 TO 2002 AS PROPRIETOR OF THE PROPERTY OR ANY PART THEREOF WITHOUT THE CONSENT IN WRITING OF THE LENDER AND THE COSTS INCURRED BY THE LENDER IN LODGING FROM TIME TO TIME A CAUTION AGAINST REGISTRATION OF THE PROPERTY SHALL BE DEEMED TO BE COSTS PROPERLY INCURRED BY IT UNDER THE LEGAL CHARGE.

5. THE MORTGAGOR WILL NOT AT ANY TIME DURING THE CONTINUANCE OF THE SECURITY CREATED UNDER THE LEGAL CHARGE MAKE OR SUFFER TO BE MADE ANY STRUCTURAL ALTERATIONS IN OR ADDITIONS TO ANY BUILDING ON THE PROPERTY OR ANY PART THEREOF OR CARRY OUT OR SUFFER TO BE CARRIED OUT ANY DEVELOPMENT AS DEFINED IN THE TOWN AND COUNTRY PLANNING ACTS 1947 TO 1990 (HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PLANNING ACTS") ON THE PROPERTY OR ANY PART THEREOF OTHER THAN THOSE OF WHICH THE LENDER WAS AS AT THE DATE OF THE LEGAL CHARGE AWARE OR MAKE OR SUFFER TO BE MADE ANY MATERIAL CHANGE IN THE USE THEREOF OF THE PROPERTY IN EACH CASE WITHOUT THE PRIOR CONSENT IN WRITING OF THE LENDER SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD.

6. THE MORTGAGOR WILL NOT KNOWINGLY DO OR OMIT OR SUFFER TO BE DONE OR OMITTED ANY ACT, MATTER OR THING IN OR RESPECTING THE PROPERTY OR ANY PART THEREOF REQUIRED TO BE DONE OR OMITTED BY THE PLANNING ACTS OR ANY OTHER ACTS OR STATUTORY PROVISION WHATSOEVER OR WHICH SHALL CONTRAVENE THE PROVISIONS OF SUCH ACTS OR ANY OF THEM AND WILL AT ALL TIMES INDEMNIFY AND KEEP INDEMNIFIED THE LENDER AGAINST ALL PROPER ACTIONS, PROCEEDINGS, COSTS, EXPENSES, CLAIMS AND DEMANDS WHATSOEVER IN RESPECT OF ANY SUCH MATTER OR THING CONTRAVENING THE PROVISIONS OF THE SAID ACTS OR ANY OF THEM AS AFORESAID.

7. NOTWITHSTANDING ANY OTHER PROVISION OF THE LEGAL CHARGE, THE MORTGAGOR MAY (UNTIL DEMAND IS MADE UNDER CLAUSE 6 OF THE LEGAL CHARGE) GRANT LEASES, TENANCIES OR OTHER OCCUPANCIES OF THE PROPERTY (OR ANY PART THEREOF) AND (IN THE EVENT THAT ANY MONIES HAVE BEEN LENT OR TREATED AS HAVING BEEN LENT UNDER THE CONDITIONAL LOAN AGREEMENT) THE TERMS THEREOF BEING SUBJECT TO THE PRIOR APPROVAL OF THE LENDER SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD OR DELAYED WHERE THE LEASE, TENANCY OR OCCUPANCY IS TO BE GRANTED OR ENTERED INTO UPON OPEN MARKET TERMS WITHOUT A FINAL PREMIUM AND DO NOT CONTAIN ANY PROVISIONS WITH THE LENDER (ACTING REASONABLY) CONSIDERS MAY HAVE AN ADVERSE EFFECT ON ITS SECURITY PROVIDED THAT NOTHING CONTAINED IN THE LEGAL CHARGE SHALL PRECLUDE THE MORTGAGOR FROM GRANTING LICENCES OF OR INFORMAL ARRANGEMENTS IN RELATION TO PART OF PARTS OF THE PROPERTY PROVIDED THAT NO RELATIONSHIP OF LANDLORD AND TENANT IS THEREBY CREATED AND NO SECURITY IS THEREBY CONFERRED.

8. WITHOUT PREJUDICE TO THE PROVISIONS OF PARAGRAPH 3 ABOVE, THE MORTGAGOR WILL NOT WITHOUT THE PRIOR CONSENT IN WRITING OF THE LENDER CREATE OR ATTEMPT TO CREATE ANY LEGAL OR EQUITABLE CHARGE OR ENCUMBRANCE ON THE PROPERTY OR ANY PART THEREOF AND WILL NOT WITHOUT SUCH CONSENT DISPOSE OF THE PROPERTY OR ANY PART THEREOF OR ANY ESTATE OR INTEREST THEREIN, OTHER THAN THE PRIOR CHARGE.

9. PURSUANT TO PARAGRAPH 8 ABOVE, THE PARTIES TO THE LEGAL CHARGE REQUEST AND AUTHORISE THE CHIEF LAND REGISTRAR TO NOTE ON THE PROPRIETORSHIP REGISTER OF THE TITLE OR TITLES TO THE PROPERTY THE FOLLOWING RESTRICTION:

"NO DISPOSITION OF THE REGISTERED ESTATE BY THE PROPRIETOR OF THE REGISTERED ESTATE, OR BY THE PROPRIETOR OF ANY FUTURE REGISTERED CHARGE, IS TO BE REGISTERED WITHOUT A WRITTEN CONSENT BY THE PROPRIETOR FOR THE TIME BEING OF THE CHARGE DATED 2 JUNE 2004 IN FAVOUR OF HARRODS HOLDINGS LIMITED REFERRED TO IN THE CHARGES REGISTER."

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03375418

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 2nd JUNE 2004 AND CREATED BY FULHAM STADIUM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HARRODS HOLDINGS LIMITED 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 10th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 2004.

A handwritten signature in dark ink, appearing to be 'D.F.F.' or similar, located in the bottom left corner of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES