

Particulars of a mortgage or charge**395****A fee of £10 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

[] [] [] [] [] [] [] []

3375418

Name of company

* FULHAM STADIUM LIMITED

Date of creation of the charge

18 SEPTEMBER 2002

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

LEGAL CHARGE

Amount secured by the mortgage or charge

ALL MONIES, WHETHER PRINCIPAL OR INTEREST WHICH NOW ARE, OR SHALL AT ANY TIME HEREAFTER (AND WHETHER ON OR AFTER EACH SUCH DEMAND) BECOME, DUE OR OWING TO HARRODS HOLDINGS LIMITED (THE "MORTGAGEE") BY FULHAM STADIUM LIMITED (THE "MORTGAGOR") EITHER ALONE OR JOINTLY WITH ANY OTHER PERSON AND ALL OTHER OBLIGATIONS AND LIABILITIES WHATEVER OF THE MORTGAGOR TO THE MORTGAGEE, WHETHER ACTUAL OR CONTINGENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE AND WHETHER AS PRINCIPAL OR SURETY;

ALL SUMS BECOMING DUE UNDER THE SECURITY AND ALL DISCOUNT, COMMISSION, FEES OR OTHER LAWFUL CHARGES AND EXPENSES WHICH THE MORTGAGEE MAY INCUR; AND

INTEREST ON EACH OF THE FOREGOING, COMPUTED AND COMPOUNDED AS WELL AFTER AS BEFORE ANY DEMAND MADE OR JUDGMENT OBTAINED UNDER THE LEGAL CHARGE SHALL ACCRUE ON A DAILY BASIS FROM THE DATES ON WHICH THE SAME ARE INCURRED OR BECOME DUE (WITHOUT THE NECESSITY FOR ANY DEMAND BEING MADE FOR PAYMENT THEREOF) AT FOUR PER CENTUM PER ANNUM ABOVE THE BASE RATE FOR THE TIME BEING OF THE ROYAL BANK OF SCOTLAND PLC (OR SUCH OTHER CLEARING BANK AS THE MORTGAGEE MAY STIPULATE IN WRITTEN NOTICE TO THE MORTGAGOR) AND BE PAYABLE IN ARREARS ON THE USUAL QUARTER DAYS.

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

Ref: EMP/4245.64/542929.1

Time critical reference

For official Use
Mortgage Section

Post room

A05
COMPANIES HOUSED533
25/09/02

Short particulars of all the property mortgaged or charged

1. BY WAY OF LEGAL MORTGAGE THE PROPERTY KNOWN AS CRAVEN COTTAGE FOOTBALL STADIUM, STEVENAGE ROAD, LONDON SW6, THE FREEHOLD TITLE TO WHICH IS REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER NGL539295 (THE "MORTGAGED PROPERTY") AND ALL BUILDINGS, FIXTURES (INCLUDING TRADE AND TENANTS' FIXTURES) FIXED PLANT MACHINERY AT ANY TIME THEREON;
2. BY WAY OF FIXED CHARGE, ALL RIGHTS AND INTERESTS OF THE MORTGAGOR IN AND CLAIMS UNDER, ALL POLICIES OF INSURANCE AND ASSURANCE NOW OR HEREAFTER HELD BY, OR INURING TO THE BENEFIT OF, THE MORTGAGOR IN RELATION TO THE MORTGAGED PROPERTY;
3. THE BENEFIT OF AND ALL RIGHTS AND REMEDIES OF THE MORTGAGOR IN RELATION TO ALL GUARANTEES, WARRANTIES AND REPRESENTATIONS GIVEN OR MADE BY AND ANY RIGHTS OR REMEDIES AGAINST, ALL OR ANY OF THE ARCHITECTS, QUANTITY SURVEYORS, ENGINEERS OR OTHER PROFESSIONALS AT ANY TIME ENGAGED BY THE MORTGAGOR IN RELATION TO THE DESIGN, CONSTRUCTION OR INSPECTION OF ANY WORKS CARRIED OUT AT THE MORTGAGED PROPERTY INCLUDING ALL SUMS RECOVERED FROM ANY SUCH PERSONS **TO HOLD** TO THE MORTGAGOR ABSOLUTELY SUCH SUBJECT NEVERTHELESS TO REDEMPTION UPON PAYMENT OR DISCHARGE OF ALL MONIES AND OTHER LIABILITIES HEREBY COVENANTED TO BE PAID OR DISCHARGED BY THE MORTGAGOR;
(CONTINUED ON CONTINUATION SHEET)

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lewis Silken

Date *23 September 2002*

On behalf of ~~XXXXXX~~ [mortgagee/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)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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in black type, or
bold block lettering

Company Number

3375418

Name of Company

FULHAM STADIUM LIMITED

Limited*

* delete if
inappropriate

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

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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

4. THE RENTAL SUMS (WHICH MEANS ALL RENTS, PROFITS, INCOME, FEES AND OTHER SUMS AT ANY TIME PAYABLE BY ANY LESSEES, UNDERLESSEES, TENANTS OR LICENSEES OF THE MORTGAGED PROPERTY TO THE MORTGAGOR PURSUANT TO THE TERMS OF ANY AGREEMENTS FOR LEASE, LEASES, UNDERLEASES, TENANCIES OR LICENSES TO WHICH ALL OR ANY PART OF THE MORTGAGED PROPERTY IS SUBJECT, IF ANY, BUT NOT ANY SUMS PAYABLE IN RESPECT OF SERVICES PROVIDED TO SUCH LESSEES, UNDERLESSEES, TENANTS OR LICENSEES OR PAYABLE IN RESPECT OF INSURANCE PREMIUMS OR REASONABLE PROFESSIONAL FEES OR EXPENSES) TOGETHER WITH THE BENEFIT OF ALL RIGHTS AND REMEDIES OF THE MORTGAGOR RELATING THERETO **TO HOLD** TO THE MORTGAGEE ABSOLUTELY SUBJECT NEVERTHELESS TO REDEMPTION UPON PAYMENT OR DISCHARGE OF ALL MONIES AND OTHER LIABILITIES HEREBY COVENANTED TO BE PAID OR DISCHARGED BY THE MORTGAGOR;

5. BY WAY OF FIXED CHARGE OVER ANY GOODWILL RELATING TO THE MORTGAGED PROPERTY;
AND

6. BY WAY OF FLOATING CHARGE, ALL THE ASSETS, PLANT, MACHINERY, FITTINGS AND OTHER CHATTELS OF THE MORTGAGOR NOT ALREADY CHARGED BY THE LEGAL CHARGE AND WHICH ARE SITUATE AT ANY TIME AT OR ARE USED IN CONNECTION WITH THE MORTGAGED PROPERTY.

THE MORTGAGOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE (WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED):-

1. CREATE OR PERMIT TO SUBSIST (OTHER THAN IN FAVOUR OF THE MORTGAGEE) ANY ENCUMBRANCE (THE MEANING OF WHICH SHOULD BE CONSTRUED AS A REFERENCE TO A MORTGAGE, CHARGE, PLEDGE, LIEN OR OTHER ENCUMBRANCE OR INTERESTS SECURING ANY OBLIGATION) ON THE WHOLE OR ANY PART OF THE MORTGAGED ASSETS (WHICH MEANS ALL THE PROPERTY, ASSETS AND RIGHTS OF THE MORTGAGOR REFERRED TO AT PARAGRAPHS 1 TO 6 ABOVE AND CHARGED OR ASSIGNED TO THE MORTGAGEE UNDER THE LEGAL CHARGE); OR

2. DISPOSE OF THE EQUITY OF REDEMPTION IN THE MORTGAGE PROPERTY.

THE TITLE TO THE MORTGAGED PROPERTY IS REGISTERED AND UNDER THE LEGAL CHARGE, THE MORTGAGOR APPLIES TO THE CHIEF LAND REGISTRAR FOR A RESTRICTION TO BE ENTERED ON THE REGISTER OF THE TITLE THEREOF IN THE FOLLOWING TERMS:

"EXCEPT UNDER AN ORDER OF THE REGISTRAR NO DISPOSITION OF THE PROPRIETOR OF THE LAND IS TO BE REGISTERED WITHOUT THE CONSENT OF THE PROPRIETOR FOR THE TIME BEING OF THE CHARGE HEREBY CREATED".

THE MORTGAGOR ALSO COVENANTS WITH THE MORTGAGEE THAT, DURING THE CONTINUANCE OF THE SECURITY, THE MORTGAGOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE (WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED), EXERCISE ANY OF THE POWERS OF LEASING OR AGREEING TO LEASE VESTED IN, OR CONFERRED ON, MORTGAGORS BY COMMON LAW OR BY STATUTE OR CREATE, OR SUFFER TO BE CREATED, A TENANCY OF ANY DESCRIPTION OF THE WHOLE OR ANY PART OF THE MORTGAGED PROPERTY, OR CONFER UPON ANY PERSON ANY CONTRACTUAL LICENCE, RIGHT OR INTEREST TO OCCUPY THE WHOLE OR ANY PART OF THE MORTGAGED PROPERTY OR PART WITH POSSESSION OR SHARE THE OCCUPATION THEREOF WITH ANY PERSON OR ACCEPT OR AGREE TO ACCEPT A SURRENDER OF ANY LEASE, UNDERLEASE, TENANCY, LICENCE OR AGREEMENT OR GRANT ANY CONSENTS OR LICENCES AS LANDLORD UNDER ANY SUCH LEASE, UNDERLEASE, TENANCY, LICENCE OR AGREEMENT OR VARY IN ANY WAY THE TERMS OF ANY SUCH LEASE, UNDERLEASE, TENANCY, LICENCE OR AGREEMENT.

THE MORTGAGOR ALSO COVENANTS WITH THE MORTGAGEE THAT, DURING THE CONTINUANCE OF THE SECURITY, THE MORTGAGOR SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MORTGAGEE, AGREE TO GRANT NOR GRANT ANY RIGHTS, EASEMENTS OR OTHER PRIVILEGES OVER ALL OR ANY PART OF THE MORTGAGED PROPERTY.

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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 18th SEPTEMBER 2002 AND CREATED BY FULHAM STADIUM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HARRODS HOLDINGS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —