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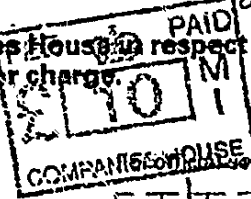
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* Insert full name
of company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

**395**

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

Company number

00077797

Name of company

* FOOTBALL ASSOCIATION LIMITED (THE "CHARGOR")

Date of creation of the charge

24 OCTOBER 2001

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

Charge over deposit (THE "CHARGE") dated 24 October 2001 and made between
the Chargor and Letheby & Christopher Limited ("L&C").

Amount secured by the mortgage or charge

The liability of Wembley National Stadium Limited ("WNSL") to pay any
compensation awarded under the arbitration provisions of Clause 16.6 of
the Stadium Catering Agreement, or agreed to be paid pursuant to a
settlement agreement relating to Clause 16 of the Stadium Catering
Agreement (the "Secured Liabilities").

In this form 395, the following words and phrases shall have the
following meanings:

"Stadium Catering Agreement" means the stadium catering agreement between
WNSL, the Chargor and L&C dated 15 March 1999 as from time to time varied
(including without limitation by a supplemental agreement of even date of
the Charge).

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

Letheby & Christopher Limited
Mayfair House
Belvue House
Northolt, Middlesex

Postcode UB5 5QJ

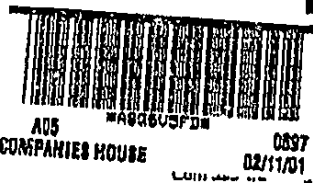
Presentor's name, address and
reference (if any):

BIRD & BIRD
90 FETTER LANE
LONDON EC4A 1JP
DX: 119 CHANCERY LANE
TEL: 020 7415 6000
FAX: 020 7415 6111
REF: AJO.POOTB.0077

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

1. Pursuant to Clause 2.1 of the Charge and by way of continuing security in favour of L&C for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to L&C by way of first fixed charge, the Deposit.
2. Pursuant to Clause 2.2 of the Charge, any interest accruing on the Deposit shall be credited to a separate account of the Chargor and not to the Account. Such interest shall therefore not be charged under the Charge.
3. Pursuant to Clause 3.1(b) of the Charge, the Chargor covenants with L&C that the Chargor shall during the continuance of the security created by the Charge, not withdraw the Deposit or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the same or any part thereof or attempt to agree to do so.
4. Pursuant to Clause 5.1 of the Charge and subject to Clause 3.2 of the Charge, at any time after the Secured Liabilities have become due and

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Continued on Continuation Sheet number 1, page 4

A fee of £19 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Brenda Bird
On behalf of company/mortgagee/chargee

Date 1 November 2001

Notes

*Delete as appropriate

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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

00077797

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inappropriate

Name of company

FOOTBALL ASSOCIATION LIMITED (THE "CHARGOR")

EDINBURGH

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

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

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Com 395cont-2/4

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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payable but have not been paid, L&C may exercise in respect of all or any of the Deposit all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended (but without the restrictions contained in section 103 of such Act) and all other powers which the Chargor would have in respect thereof if the same were unencumbered, with full power to call in all or any part of the Deposit at such times and in such manner and generally on such terms and conditions as L&C may think fit with power to give effectual receipts and do all other acts and things necessary or desirable in connection therewith.

5. Pursuant to Clause 6.1 of the Charge, the Charge shall be a continuing security notwithstanding any settlement of account or other matter whatsoever including the insolvency, liquidation or administration of the Chargor and shall remain in full force and effect until all the Secured Liabilities have been paid or discharged in full.

6. Pursuant to Clause 6.2 of the Charge, the Charge is in addition to and shall not merge with or otherwise prejudice or affect any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to L&C and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by L&C now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

7. Pursuant to Clause 6.3 of the Charge, any release, discharge or settlement between the Chargor and L&C shall be conditional upon no security, disposition or payment to L&C by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled L&C shall be entitled to enforce the charge hereby created subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

8. Pursuant to Clause 8 of the Charge, without prejudice to anything else contained in the Charge, the Chargor shall, at any time at the request of the L&C but at the cost of the Chargor, promptly sign, seal, execute, deliver and do all deeds, instruments, notices, documents, acts and things in such form as L&C may from time to time reasonably require for preserving or protecting the security hereby created over the whole or any part of the Deposit or for enabling L&C to enforce such security.

In this Form 395, the following words and phrases shall have the following meanings:

"Account" means the account of the Chargor with Barclays at its branch at London Corporate Banking, 50 Pall Mall Road, London SW1A 1QB opened with Account Number 80559679 (Sort Code 206563) which is designated "The Football Association Limited".

"Barclays" means Barclays Bank plc.

"Deposit" means all principal up to £7,000,000 from time to time credited to the Account.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00077797

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER DEPOSIT MADE BETWEEN THE CHARGOR AND LETHEBY & CHRISTOPHER LIMITED DATED THE 24th OCTOBER 2001 AND CREATED BY FOOTBALL ASSOCIATION LIMITED FOR SECURING THE LIABILITY OF WEMBLEY NATIONAL STADIUM LIMITED TO PAY ANY COMPENSATION AWARDED UNDER THE ARBITRATION PROVISIONS OF CLAUSE 16.6 OF THE STADIUM CATERING AGREEMENT OR AGREED TO BE PAID PURSUANT TO A SETTLEMENT AGREEMENT RELATING TO CLAUSE 16 OF THE STADIUM CATERING AGREEMENT (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th NOVEMBER 2001.

P. Walsh



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HC026B