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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

[25]

1767042

Name of company

* Martin Dawn Plc (the "Assignor")

* insert full name
of company

Date of creation of the charge

22 October 1998

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

On-lending Assignment dated 22 October 1998 (the "Deed") between the Assignor and Blunglen Limited (the "Assignee").

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may at the date of the Deed or at any time in the future be due, owing or incurred by the Assignor to the Assignee whether actual or contingent and whether alone, severally or jointly as principal guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever (the "Secured Obligations").

4.

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

Blunglen Limited (Company number 3496190) whose registered office is at 40 Queen Anne Street, London W1M OEL.

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

S J Berwin & Co
222 Grays Inn Road
London
WC1X 8HB

149/574/D12139.1/CF:10061

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The right, title, benefit and interest of the Assignor in or under the facility letter dated 22 October 1998 between the Assignor (as lender) and Southend United Football Club Limited (as borrower) setting out the terms upon which the Assignor has advanced the amount of £257,414.38 to Southend United Football Club Limited for working capital purposes, as amended, varied or supplemented from time to time (the "On-lending Agreement") including, without limitation, any monies whatever payable to or on account of the Assignor under the On-lending Agreement (the "Assigned Assets").

NOTE:

Except with the prior written consent of the Assignee, the Assignor shall not create, agree to create or permit to subsist any mortgage, charge, pledge, lien, assignment, encumbrance, guarantee, title transfer or retention, arrangement or agreement, or any security interest whatsoever, howsoever created or arising (the "Security Interest") in, over or affecting the whole or any part of the Assigned Assets (except for Security Interests in favour of the Assignee as security for the Secured Obligations) or over its right to call for a discharge of the security hereby constituted nor deal with such right in any manner.

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)

N/A

Signed S. J. Berwin & Co

Date 4/11/1998

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

[†] 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01767042

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ON-LENDING ASSIGNMENT DATED THE 22nd OCTOBER 1998 AND CREATED BY MARTIN DAWN PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BLUNGLEN LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th NOVEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th NOVEMBER 1998.

W. Grandon
W. GRANDON

for the Registrar of Companies

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C O M P A N I E S H O U S E