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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

395

100531/117

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

24

01788466

Name of company

*Charlton Athletic Football Company Limited

Date of creation of the charge

25 September 2009

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

Debenture

Amount secured by the mortgage or charge

The amount secured is the "Secured Liabilities" defined as '(a) all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Plc (save in respect of or relating to the Bondholders Debt), whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction, and including interest, and other lawful charges or expenses in respect of any of those matters; (b) all or any monies and liabilities of the Company under this Debenture due or owing or incurred in whatsoever manner to the Lender by the Company.'

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

David Hughes of 8 Sterling Street, London

Postcode SW7 1HN

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

Vertex Law LLP
23 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4UA
(Ref: SBG/10/12)

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

TUESDAY



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AUVEUD08

29/09/2009

216

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1.1 by way of fixed charge:-

1.1.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (including any equitable interest in any such property) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

1.1.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under this Debenture;

1.1.3 all present and future plant and machinery not otherwise charged under this Clause 3 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

1.1.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;

1.1.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

[see continuation sheet]

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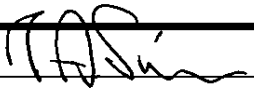
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*A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)*

*†Delete as
appropriate*

Particulars as to commission allowance or discount (note 3)

Signed



(DIRECTOR)

Date 25 September 2009

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

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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

01788466

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

Name of company

Charlton Athletic Football Company Limited

~~limited~~*

*Delete if
inappropriate

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

See attached Form 395.

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

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See attached Form 395.

**Please complete
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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

See attached Form 395.

Short particulars of all the property mortgaged or charged (continued)

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Please complete
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1.1.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

1.1.7 all the Company's goodwill and uncalled capital for the time being;

1.1.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.1.5);

1.1.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

1.2 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this Clause 3, (including, without limitation, any immovable property of the Company falling within any of the types mentioned in sub-clause 3.1.1).

1.3 Priorities: The terms of this Deed and any payments to be made hereunder are subject to the terms of and the order of priorities and restrictions on enforcement set out in the Deed of Priorities. The charges created by this Deed rank in priority behind the Lombard Security and the HSBC Security and otherwise subject to the Deed of Priorities.

1.4 Floating Charge Conversion: The Lender may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.2 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:-

1.4.1 in respect of all the Assets charged under sub-clause 3.1.1 if and when the Company ceases to carry on business or to be a going concern; and

1.4.2 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

1.5 Negative Pledge: The Company will not without the previous written consent of the Lender:-

1.5.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or

1.5.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgages) on arms length terms in the ordinary course of trading); or

1.5.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

1.6 Further Assurance: Subject to the prior written consent of Lombard and HSBC (whilst the Lombard Security and the HSBC Security shall remain outstanding and unsatisfied, respectively) the Company (at its own cost) will on demand in writing by the Lender execute and deliver in such form as the Lender may reasonably require:-

1.6.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 3.1.1 and of any freehold or leasehold property acquired by the Company after the date of this Debenture;

1.6.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

1.6.3 a fixed charge or assignment in security of any Asset subject to a floating charge under sub-clause 3.1.2,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Lender hereunder.

1.7 Application of Paragraph 14 Schedule B1 of Insolvency Act: Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1788466
CHARGE NO. 24**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25
SEPTEMBER 2009 AND CREATED BY CHARLTON ATHLETIC
FOOTBALL COMPANY LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY AND THE PLC
TO DAVID HUGHES ON ANY ACCOUNT WHATSOEVER 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 29 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2009

P. Selc.



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**