

Company No: 01924222

**The Companies Act 1985  
COMPANY LIMITED BY SHARES**

**SPECIAL RESOLUTIONS**

**passed as**

**WRITTEN RESOLUTIONS**

**of**

**THE MILLWALL FOOTBALL & ATHLETIC COMPANY (1985) PLC**

**(the "Company")**

(Passed pursuant to section 381A of the Companies Act 1985 (the "Act"))

We, the undersigned, being or representing all the members of Company, HEREBY UNANIMOUSLY RESOLVE as follows and hereby agree that the resolutions shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

**SPECIAL RESOLUTIONS**

- 1 THAT the terms of and the transactions contemplated by the documents listed in the Appendix set out below be approved
- 2 THAT despite any provisions in the Memorandum or Articles of Association of the Company or any personal interest thereof, the directors of the Company be and are generally and unconditionally authorised and empowered, for the purposes of section 35 of the Companies Act 1985, to execute and deliver in favour of the Lender, a guarantee of any money, obligations and liabilities (actual or contingent, as principal or surety) now or in the future owing to the Lender by the Borrower
- 3 THAT the directors of the Company be and are generally and unconditionally authorised and empowered to enter into the Debenture
- 4 THAT the directors of the Company be and are generally and unconditionally authorised and empowered to enter into the Inter-Creditor Deed

Dated 28 March 2007

**Name of Shareholder**

Millwall Holdings plc

**Signature**



## APPENDIX

- 1 a guarantee in favour of Chestnut Hill Ventures LLC (the "**Lender**"), pursuant to which the Company will guarantee to the Lender the punctual performance and discharge by Millwall Holdings Plc (the "**Borrower**") on demand of its obligations to the Lender,
- 2 a debenture (the "**Debenture**") in favour of the Lender, pursuant to which the Company will grant fixed and floating charges over substantially all of its assets and undertaking as continuing security for the payment, discharge and performance of all present and future obligations and liabilities of the Company to the Lender, and
- 3 an inter-creditor deed (the "**Inter-Creditor Deed**") with the Lender, the Borrower, the holders of the secured loan notes in the Borrower (and the security trustee appointed by them) and the holders of the unsecured loan notes in the Borrower