B·B £10 209572

COMPANIES FORM No. 395

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.

CHFP025

Please do not write in this margin

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

* insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use — Company number

3197756

Name of company

* LOFTUS ROAD PLC (the "Company")

Date of creation of the charge

24 April 2001

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

A Debenture dated 24 April 2001 (the "Debenture") between Christopher Norman Wright (the "Lender") and the Company and Raymond Hocking and Simon Michaels (the "Administrators")

Amount secured by the mortgage or charge

the obligations of the Company to pay to the Lender all monies and to satisfy all liabilities now and from time to time due after 24 April 2001, owing and incurred under the Additional Loan Agreement (including repayment of the principal as set out in the Additional Loan Agreement) (the "Secured Obligations").

For definitions, please see Annex A attached.

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

Christopher Norman Wright c/o The Chrysalis Building, Bramley Road, London, W10 6SP and Raymond Hocking and Simon Michaels both of BDO Stoy Hayward Chartered Accountants and Licensed Insolvency Practitioners of 8 Baker Street, London W1M 1DA

Postcode

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

Weil, Gotshal & Manges
One South Place
London
EC2M 2WG
Ref: Gliria Chrysos

272013 v.1

Time critical reference

For official Use
Mortgage Section

Non-Part
Sig only reg
on 1st date.

P5GQM00M
PMO
COMPANIES HOUSE
COMPANIES HOUSE
COMPANIES HOUSE
0242
30/04/01
04/05/01

Short particulars of all the property mortgaged or charged

The Company has covenanted to discharge as they fall due the Secured Obligations together with Interest to the date of discharge and Expenses and as a continuing security for such covenant and discharge and with full title guarantee the Company has charged to the Lender by way of legal mortgage all the freehold and leasehold property now vested in the Company as follows:

by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any registered land;

by way of fixed charge all estates or interest in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 2.1.1 of the Debenture;

by way of fixed charge all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Company;

by way of fixed charge all the goodwill and uncalled capital of the Company present and future;

See Continuation Page 4

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)

Signed Weil, Gotshal & Manges Date 3 May 2001

On behalf of [~~company~~] [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 CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not write in this binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

3197756

Name of Company

LOFTUS ROAD PLC (the "Company")

~~limited~~*

* delete if inappropriate

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

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

Please do not write in this binding margin

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

Please do not write in this binding margin

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

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write in this binding margin

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

by way of fixed charge all stocks shares and other securities now and in the future belonging to the Company;

by way of fixed charge all intellectual rights choses and claims now and in the future belonging to the Company;

subject to Clause 2.2 of the Debenture by way of fixed charge or in the circumstances described in Clause 2.2 of the Debenture by way of floating charge all book debts and other debts now and in the future owing to the Company;

by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture including without limitation trading stock, cash at bank and in hand and all book debts released from a fixed charge on collection.

NEGATIVE PLEDGE

During the continuance of the Debenture the Company will not without the prior written consent of the Lender (which consent shall not be unreasonably withheld or delayed):

create or permit to arise or subsist any mortgage charge lien or other security interest or encumbrance on all or any part of the Property save for liens arising by operation of law in the ordinary course of trade and the Barclays Bank Securities;

sell, transfer, lease, licence or otherwise dispose of the Property charged by Clauses 2.1.1 to 2.1.7 of the Debenture inclusive;

deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;

sell, transfer, lease, lend, licence or otherwise dispose of the Property charged by Clause 2.1.8 of the Debenture other than in the ordinary course of business;

grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it;

make any loans, grant any credit (save in the ordinary course of its business) or give any guarantee or indemnity to or for the benefit of any person;

alter the nature and scope of its business as carried on at the date of the Debenture; or

make any alteration, addition or amendment to its Memorandum or Articles of Association.

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ANNEX A

Definitions

"**Additional Loan Agreement**" means the additional loan agreement dated 24 April 2001 between the Lender and the Company relating to a loan of £600,000 to be made to the Company by the Lender;

"**Barclays Bank Securities**" means any of the debenture dated 20 September 2000, the legal charge dated 20 September 2000 between the Company and Barclays Bank Plc charging all that freehold property known as Loftus Road Stadium, South Africa Road, Hammersmith, London, registered under Title No. LN 64521 and the legal charge dated 11 March 1999 in relation to the Company's property at Twyford or such substituted securities which Barclays Bank Plc may have or may from the date of the Debenture obtain from the Company in respect of monies owed to Barclays Bank by the Company from time to time;

"**Expenses**" means all reasonable expenses incurred by the Lender or any receiver appointed under the Debenture at any time in connection with the Property or the Secured Obligations or in enforcing or exercising any power under the Debenture with Interest form the date they are incurred;

"**Interest**" means the rate as defined in the Additional Loan Agreement;

"**Property**" means the whole and any part of the undertaking property and assets of the Company charged by Clause 2 of the Debenture.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03197756

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th APRIL 2001 AND CREATED BY LOFTUS ROAD PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CHRISTOPHER NORMAN WRIGHT AND RAYMOND HOCKING AND SIMON MICHAELS UNDER THE ADDITIONAL LOAN AGREEMENT OF EVEN DATE (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th APRIL 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 2001.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B