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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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03642327

Name of company

* BRENTFORD FC LIMITED

Note
Please read the notes on page 3 before completing this form

*Insert full name of company

†We†

Please see Attachment A

†Insert name(s) and address(es) of all the directors

Delete as appropriate

~~the sole director~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

†Delete whichever is inappropriate

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above †

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~[company's holding company]~~

†

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition].~~

The number and class of the shares acquired or to be acquired is:

120,652 ordinary shares of £0.01 each in the company

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

Lester Aldridge
Alleyn House
Carlton Crescent SO15
2EU
DX 96882 Southampton 10

For official use
General Se



AGW
COMPANIES HOUSE

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29/12/2005

The assistance is to be given to: (note 2)

Brentford Football Community Society Limited (an Industrial and Provident society with registration number IP29244R) of Griffin Park, Braemar Road, Brentford, MIDDLESEX TW8 ONT

Please do not
write in
this margin

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

The assistance will take the form of:

Please see Attachment B

The person who ~~has acquired~~ [will acquire]* the shares is:

Brentford Football Community Society Limited (an Industrial and Provident society with registration number IP29244R) of Griffin Park, Braemar Road, Brentford, Middlesex TW8 ONT

*Delete as
appropriate

The principal terms on which the assistance will be given are:

Please see Attachment C

The amount of cash to be transferred to the person assisted is £ an amount not exceeding
£160,000 (plus applicable
VAT)

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is within 8 weeks of the date of 19
this declaration

Please do not
write in
this margin

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

†Delete either (a) or
(b) as appropriate

~~1~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~1~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] † (note 3)

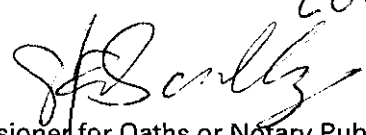
(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.] † (note 3)~~

And ~~1~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at GRIFIN PARK STADIUM,
BREXMA ROAD,

the 19th day of December
One thousand nine hundred and 2005

before me

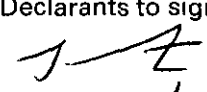



A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

STEPHEN F SCULLY

STEPHEN F. SCULLY
SOLICITOR

Scully & Co Solicitors
99 Ealing Road
Brentford
Middlesex
TW8 0LQ
Tel: 020 8758 9333

Declarants to sign below

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account-see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

ATTACHMENT A

- 1) Stephen Gibson Callen
14 St Pauls Road
Richmond
Surrey
TW9 2HH
- 2) Graham Neil Hall
29 Leyborne Park
Kew Gardens
Richmond
Surrey
TW9 3HB
- 3) John Paul Herting
Stocks Dog Kennel Lane
Chorleywood
Rickmansworth
Hertfordshire
WD3 5EL
- 4) Edmund Buglass Rogers
4 Furze Hill
Purley
Surrey
CR8 3LA
- 5) Joseph Gerald Bourke
104 Boston Manor Road
Brentford
Middlesex
TW8 9LN

ATTACHMENT B

Under the terms of an option agreement dated 4 June 2003 entered into by Altonwood Limited ("**Altonwood**") and Brentford Football Community Society Limited (an Industrial and Provident Society) ("**Bees United**") options were granted by Altonwood for Bees United to acquire 120,652 ordinary shares of £0.01 each in the share capital of the company, 4,472 ordinary shares of £0.50 each in the share capital of Griffin Park Stadium Limited ("**GPS**") and 48,600 ordinary shares of £1.00 each in the share capital of Brentford Holdings Limited, for the aggregate sum of £2 ("**the Acquisition**").

This option was exercised by notice dated 30 September 2005, whereby the Acquisition was made subject to certain conditions which require the company to be refinanced.

The assistance will be given in connection with the refinancing of the company, and will take the form of:

1. a composite guarantee and debenture in favour of Barclays Bank plc ("**the Bank**") as security for all liabilities and obligations outstanding from the company and each of Bees United and Griffin Park Stadium Limited ("**GPS**") to the Bank from time to time ("**the Bank Security**"), including without prejudice to the generality of the foregoing those owed to the Bank by the company pursuant to:
 - (a) a term loan for a principal amount of not more than £2,000,000, repayable over a period of 15 years from the date of drawdown, by equal quarterly instalments commencing 39 months from the date of drawdown. The facility is to carry interest at the rate of 2.562% over the base rate of the Bank from time to time; and
 - (b) an overdraft facility in a principal amount of not more than £500,000. The facility is to carry interest at the rate of 2.562% over the base rate of the Bank from time to time,

together with those owed to the Bank by Bees United pursuant to a term loan facility between Bees United and the Bank for a principal amount of £250,000 repayable over 5 years by equal instalments and carrying interest at the rate of 2.562% over the base rate of the Bank from time to time

(together "**the Bank Facilities**") each of which is to be entered into on the same date as the Bank Security;

2. a debenture in favour of The Mayor and Burgesses of the London Borough of Hounslow ("**LBH**") as security for all liabilities and obligations outstanding from the company to LBH from time to time ("**the LBH Debenture**"), including without prejudice to the generality of the foregoing those owed to LBH by the company pursuant to a term loan to be entered into on the same date as the LBH Debenture for a principal amount of not more than £500,000, repayable on demand after the third anniversary of drawdown, or otherwise by one payment on the fifth anniversary of drawdown. The facility is to carry fixed interest at the rate of 1% over the 5 year maturity rate published by the Public Works Loan Board at the date the facility is entered into ("**the LBH Facility**");
3. a debenture in favour of Altonwood, as security for all liabilities and obligations outstanding from the company to Altonwood from time to time ("**the Altonwood Debenture**"), including without prejudice to the generality of the foregoing those owed to Altonwood by the company pursuant to a term loan facility to be entered into on the same date as the Altonwood Debenture for a principal amount of not more than £1,000,000, which is to be interest free and repayable by one payment on the third anniversary of drawdown ("**the Altonwood Facility**");
4. a debenture in favour of Bees United as security for all liabilities and obligations outstanding from the company to Bees United from time to time ("**the BU Debenture**"), including without prejudice to the generality of the foregoing those owed to Bees United by the company pursuant to a term loan a term loan facility to be entered into on the same date as the BU Debenture for a principal amount of not more than £1,000,000, which is to be interest free and repayable by one payment on the third anniversary of drawdown ("**the BU Facility**");
5. the payment of professional advisers fees and expenses in connection with the above documents and the Acquisition and the fees of the Bank and LBH in relation to the Bank Facilities and the LBH Facility respectively, in an amount in aggregate not exceeding £160,000 (excluding VAT).

ATTACHMENT C

The principal terms on which the assistance will be given are:

1. **Bank Security**

1.1 Under the terms of the Bank Security, the company covenants to pay or discharge to the Bank on its demand in writing all Indebtedness (as that term is defined therein) now or in the future due, owing or incurred (before or after that demand) by the company, Bees United or GPS to the Bank in any manner including, interest, commission, fees, charges, costs and expenses which the Bank may charge or incur in the course of the Bank's business or its affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand for judgement.

1.2 The Bank Security contains the following charges in favour of the Bank:

1.2.1 by way of legal mortgage, all freehold and leasehold land in England and Wales now vested in the company and not registered at H.M Land Registry;

1.2.2 by way of fixed charge:

1.2.2.1 all freehold and leasehold land in England and Wales now vested in the company and registered at H.M Land Registry;

1.2.2.2 all other land which is now, or in the future becomes, the company's property;

1.2.2.3 all plant and machinery now or in the future attached to any land;

1.2.2.4 all rental and other income and all debts and claims which are due or owing to the company now or in the future under or in connection with any lease, agreement or licence relating to land;

1.2.2.5 all the company's Securities (as that term is defined therein);

1.2.2.6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the company;

- i) which relate to the Assets (as that term is defined therein) themselves subject to a fixed charge in the Bank's favour; or
- ii) which are now or in the future deposited by the company with the Bank;

together with all the company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

1.2.2.7 all the company's goodwill and uncalled share capital for the time being;

1.2.2.8 all the company's Intellectual Property (as that term is defined therein) present and future including any Intellectual Property to which the company is not absolutely entitled or to which the company is entitled together with others;

1.2.2.9 the benefit of all agreements and licences now or in the future entered into or enjoyed by the company relating to the use or exploitation of any Intellectual Property in any part of the world;

1.2.2.10 all trade secrets, confidential information and knowhow owned or enjoyed by the company or in the future in any part of the world;

1.2.2.11 all trade debts now or in the future owing to the company;

1.2.2.12 all other debts now or in the future owing to the company save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989);

1.2.2.13 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the company as security in respect of any Asset itself subject to a fixed charge in our favour;

1.2.3 by way of floating charge:

1.2.3.1 all the company's Assets which are not effectively charged by the fixed charges detailed above; and

1.2.3.2 without exception all the company's Assets insofar as they are situated for the time being in Scotland;

1.2.3.3 but in each case so that the company shall not without the Bank's prior written consent:

- i) create any mortgage or any fixed charge or floating charge or other security over any of the Floating Charge Assets (as that term is defined therein) (whether having priority over, or ranking pari passu with or subject to, this floating charge);
- ii) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

1.3 The Bank Security contains provisions usual in a guarantee and debenture, including the grant of a power of attorney, the use of a negative pledge clause and also the right to appoint a receiver or administrator under it.

2. LBH Debenture

2.1. Under the terms of the LBH Debenture, the company covenants to pay all monies and discharge on demand all obligations and liabilities whether present or future, actual or contingent now or in the future due owing or incurred to LBH by the company (including without limitation the company's obligations under the LBH Facility) or for which the company may be or become liable to LBH (including liabilities as surety or guarantor) in any manner whatsoever (whether any such liability shall be the sole liability of the company or shall be a joint liability with any other person, firm or company) together with any other costs (including legal costs on a full indemnity basis as between solicitor and own client) charges and expenses incurred directly or indirectly by LBH.

2.2. Pursuant to the terms of the LBH Debenture, the company in favour of LBH (with full title guarantee):

2.2.1. charges by way of legal mortgage the property known as Griffin Park, Braemar Road, Brentford, Middlesex TW8 0NT comprised in title number NGL560153 and/or proceeds of sale thereof;

2.2.2. charges by way of fixed equitable charge all estates or interest in any other freehold or leasehold property now or at any time during the continuance of the security belonging to or charged to the company and/or the proceeds of sale thereof;

- 2.2.3. charges by way of fixed charge all plant, machinery, vehicles, computers and office equipment of the company both present and future;
 - 2.2.4. charges by way of fixed charge all stocks shares and/or other securities now or at any time during the continuance of the security belonging to the company in any of its subsidiary companies;
 - 2.2.5. assigns to LBH its goodwill and any licences subject to redemption on discharge of the liabilities secured;
 - 2.2.6. charges by way of fixed charge all book and other debts (including contingent contractual debts) both present and from time to time due or owing to the company and the full benefit of all rights and remedies relating thereto including but not limited to any legal and equitable charges and other security and/or reservation of proprietors' rights or trading liens;
 - 2.2.7. charges by way of fixed charge all patent applications trade marks trade names registered designs and copyrights and all licences and ancillary and connected rights to the intangible property both present and future of the company;
 - 2.2.8. charges by way of fixed charge all contracts and choses in action which may give rise to a debt revenue or claim; and
 - 2.2.9. charges by way of floating security its undertaking and all its other property assets and rights whatsoever and wheresoever both present or future and the property and assets described in the previous subparagraphs of this clause if and in so far as the charges therein contained shall for any reason be ineffective as fixed charges.
- 2.3. The LBH Debenture contains provisions usual in a debenture, including the grant of a power of attorney, the use of a negative pledge clause and also the right to appoint a receiver or administrator under it.
3. **Altonwood Debenture**
- 3.1. Under the terms of the Altonwood Debenture, the company covenants to pay or discharge to Altonwood on its demand in writing all Indebtedness (as that term is defined therein) now or in the future due, owing or incurred (before or after that demand) by the company to Altonwood in any manner including,

interest, commission, fees, charges, costs and expenses which Altonwood may charge or incur in the course of Altonwood's business or its affairs.

- 3.2. The Altonwood Debenture contains charges in favour of Altonwood on the same terms as the charges to be granted to the Bank as referred to above in respect of the Bank Security and includes an equitable charge by way of security over the Company's beneficial interests.
- 3.3. The Altonwood Debenture contains provisions usual in a debenture, including the grant of a power of attorney, the use of a negative pledge clause and also the right to appoint a receiver or administrator under it.

4. **BU Debenture**

- 4.1. Under the terms of the BU Debenture, the company covenants to pay or discharge to Bees United on its demand in writing all Indebtedness (as that term is defined therein) now or in the future due, owing or incurred (before or after that demand) by the company to Bees United in any manner including, interest, commission, fees, charges, costs and expenses which Bees United may charge or incur in the course of Bees United's business or its affairs.
- 4.2. The BU Debenture contains the charges in favour of Bees United on the same terms as the charges to be granted to the Bank as referred to above in respect of the Bank Security.
- 4.3. The BU Debenture contains provisions usual in a debenture, including the grant of a power of attorney, the use of a negative pledge clause and also the right to appoint a receiver or administrator under it.

5. **Payment of Fees**

- 5.1 The payment by the company of advisers fees and expenses and arrangement fees in connection with the Acquisition, in an amount in aggregate, not exceeding £160,000 (excluding VAT), as follows:
 - 5.1.1 an arrangement fee of £20,000 payable to the Bank in respect of the Bank Facilities;
 - 5.1.2 an arrangement fee of £30,000 payable to LBH in respect of the LBH Facility;
 - 5.1.3 the fees of Lester Aldridge, legal advisers to Bees United;
 - 5.1.4 the fees of Dechert LLP, legal advisers to Altonwood;

- 5.1.5 the fees of Landwell, legal advisers to the directors of the company and GPS;
 - 5.1.6 the fees of Meyer Williams, auditors of the company and GPS; and
 - 5.1.7 the costs and expenses of Baker & McKenzie, for company administration services provided to the company and GPS.
- 5.2 To ensure the net assets of the company are not reduced by virtue of the payment of the fees and expenses referred to in paragraph 5.1 above, such payment is subject to a deed of waiver to be entered into by the company and Bees United in relation to the loan that is currently outstanding from the company to Bees United that is repayable on demand, under which Bees United will waive the requirement for the company to repay and there will be cancelled the amount of such loan as equals the amount of such fees and expenses as are paid by the company.



Meyer Williams

Chartered Accountants

Partners

John Meyer FCA

Neil Jones FCA

Stuart Everett ATT

Associates

Ralph Sears FCCA

Stuart Heaney ACA

Private and Confidential

The Directors
Brentford FC Limited
Griffin Park
Braemar Road
Brentford
Middlesex
TW8 0NT

Our ref: JLM/JW/5078

19th December 2005

Gentlemen,

We have enquired into the state of affairs of Brentford FC Limited as at 19th December 2005 and are not aware of anything to indicate that the opinion expressed by the Directors made by them in the foregoing declaration pursuant to s155(6) Companies Act 1985 as to any of the matters specified in s156(2) Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

Meyer Williams