

# M

## COMPANIES FORM No 395

### Particulars of a mortgage or charge

# 395

124213/65

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this margin

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

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

For Official use

Company Number

24

66516

Name of Company

West Ham United Football Club plc (the "Company")

\*insert full name of  
company

Date of creation of the charge

25 January 2008

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

Fixed and Floating Security Document (the "Security Document") dated 25 January 2008 between, amongst others, the Company and Lombard North Central Plc (the "Agent")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Lombard North Central Plc as security trustee for the benefit of the Secured Parties

3 Princess Way, Redhill, Surrey

Postcode

RH1 1NP

Presentor's name address and  
reference (if any)

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ  
Tel 020 7456 2000

Please return  
via  
CH London Courier

Ref

Paul Doe

Time critical reference

For official Use

Mortgage

Post room

THURSDAY



LD3

"LSFK0X09"  
07/02/2008  
COMPANIES HOUSE

154

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

Signed

*Linklater LLP*

Date

*6/2/08*

On behalf of chargee

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

**Note**

<sup>†</sup> 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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, e.g. "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 including 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

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**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by any Chargor

- (i) to any Finance Party under or in connection with any Finance Document, and
- (ii) to any Secured Party (other than a Finance Party) under or in connection with any Secured Document (other than a Finance Document),

(in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

**Short particulars of all the property mortgaged or charged****1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Agent (as trustee for the Secured Parties)

**1.1 Present Real Property** by way of legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3)) belonging to it at the date of the Security Document

**1.2 Future Real Property** by way of fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future

**1.3 Other Assets** by way of fixed charge, all its present and future

- (a) Book Debts,
- (b) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above, and
- (c) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

**2 Floating Charge**

**2.1 Creation** The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above or assigned by the Security described in paragraph 3 (*Assignment*) below)

**3 Assignment**

The Company, with full title guarantee and as security for the payment of all the Liabilities (created by each Chargor), assigned to the Agent all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to the Company and, any claims, awards and judgments in favour of or receivable or received by the Company, under or in connection with the Assigned Contracts

Note (1) The Security Document provides that

- 1 Security** The Company shall not create or permit to subsist any Security over any Charged Asset except for certain limited exceptions specified in Clause 20.3 (*Negative Pledge*) of the Facilities Agreement
- 2 Disposal** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clause 20.5 (*Disposals*) of the Facilities Agreement
- 3 Conversion by Notice** The Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)
- 3.1** if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or

**Short particulars of all the property mortgaged or charged**

3.2 while an Enforcement Event is continuing

**4 Automatic Conversion.** If

4.1 the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge, or

4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Note (2) In this Form, except to the extent that the context requires otherwise

any reference to "**assets**" means all or any part of its business, undertaking, property, assets, revenues, rights and uncalled capital, wherever located

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement dated 25 January 2008 relating to the Facilities Agreement between, amongst others, the Company as borrower, the guarantors named therein, the Banks named in that agreement and Lombard North Central plc as Agent

"**Assigned Contracts**" means the contracts and documents (if any) listed in Schedule 4 (*Assigned Contracts*) of the Security Document

"**Bank Accounts**" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

"**Book Debts**" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"**Chargors**" means all or any of the Company, West Ham United plc (Company number 3407691), West Ham United Sportswear Limited (company number 3380294), West Ham United Hospitality Limited (company number 3775950) and Thames Iron Works & Shipbuilding Company Limited (company number 2646351)

"**Enforcement Event**" means

- (i) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor, or
- (ii) an Event of Default

"**Event of Default**" means an event mentioned in Clause 25.1 (*Events of Default*) of the Facilities Agreement

**Short particulars of all the property mortgaged or charged**

**"Facilities Agreement"** means the facilities agreement dated 14 June 2000, as amended from time to time, between, amongst others, the Company as borrower, the guarantors named therein, the Banks named in that agreement and Lombard North Central plc as Agent

**"Finance Document"** means

- (i) the Facilities Agreement,
- (ii) the fixed and floating security document between the Obligors and the Agent dated 20 June 2000, the Security Document and any other security document that may at any time be given to the Agent by a member of the Group pursuant to or in connection with any Secured Document,
- (iii) any interest rate swap, cap or other arrangement for the hedging or fixing of the interest payable by the Company under the Facilities Agreement,
- (iv) the fee letters referred to in Clause 9 (*Fees*) of the Facilities Agreement and Clause 9 (*Fees*) of the Amendment and Restatement Agreement,
- (v) any transfer notice substantially in the form set out in Schedule 6 (*Transfer Notice*) to the Facilities Agreement,
- (vi) the Personal Guarantee,
- (vii) the Standard Bank Put Option, and
- (viii) any other document designated as such by the Agent and the Company

**"Finance Party"** means the Agent or any Bank (including the Agent or any Bank in its capacity (if any) as a counterparty to a hedging arrangement

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Freehold Real Property"** means all freehold property in England and Wales and other freehold property anywhere in the world (including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Group"** means, at any particular time, West Ham United plc and each of its subsidiaries and, for the avoidance of doubt, does not include WH Holding Limited

**"Insurances"** of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest in relation to the Real Property

**"Leasehold Real Property"** means all leasehold property in England and Wales and other leasehold property anywhere in the world (including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

any reference to a **"person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust state or agency of a state (in each case whether or not having separate legal personality)

**"Personal Guarantee"** means the guarantee dated 25 January 2008 between Bjorgolfur Gudmundsson and the Agent

**"Real Property"** means Freehold Real Property and Leasehold Real Property

**Short particulars of all the property mortgaged or charged**

**"Secured Document"** means each Finance Document, the agreement pursuant to which BACS services are provided to the Group by Bank of Scotland PLC, the agreement pursuant to which Streamline services are provided to the Group by National Westminster Bank plc and the agreement pursuant to which business Mastercard services are provided to the Group by Bank of Scotland PLC

any reference to a **"Secured Document"** or any other agreement or instrument is a reference to that Secured Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Document or other agreement or instrument

**"Secured Party"** means each Finance Party, Bank of Scotland PLC (as provider of BACS services), National Westminster Bank plc (as provider of Streamline services) and Bank of Scotland PLC (as provider of business Mastercard services)

**"Security"** includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (and **"secured"** shall be construed accordingly)

**"Standard Bank Put Option"** means a put option contained in an agreement dated 25 January 2008 between Standard Bank Plc, the Agent and the other banks named therein

Note (3) The Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows

**Part I – Freehold Real Property****(a) Stadium Property**

All that freehold land known as Boleyn Ground, Green Street, Upton Park, London E13 9AZ being

- (i) the freehold land known as the Boleyn Ground, Green Street, Upton Park, London as the same is registered with title absolute at HM Land Registry under title number EGL 409515,
- (ii) the freehold land known as the Boleyn Ground, Green Street, Upton Park, London as the same is registered with title absolute at HM Land Registry under title number EGL 523833,
- (iii) the freehold land known as land and buildings on the east side of Green Street, East Ham as the same is registered with title absolute at HM Land Registry under title number EGL 411398,
- (iv) the freehold land known as land on the south side of Castle Street, East Ham as the same is registered with title absolute at HM Land Registry under title number EGL 438376,
- (v) the freehold land known as land adjoining Boleyn Ground (West Ham FC) at Castle Street and Priory Road, Upton Park as the same is registered with title absolute at HM Land Registry under title number EGL 296989,
- (vi) the freehold land known as land at Castle Street, London as the same is registered with title absolute at HM Land Registry under title number EGL 526444, and

**Short particulars of all the property mortgaged or charged**

- (vii) the freehold land known as land and buildings on the east side of Green Street, East Ham as the same is registered with title absolute at HM Land Registry under title number EGL 438215
- (b) Chadwell Heath Property  
All that freehold land being Chadwell Heath Sports Ground, Saville Road, Romford, Essex RM6 6DS as the same is registered with title absolute at HM Land Registry under title number EGL 103195
- (c) Little Heath Property  
All that freehold land known as the Academy, Little Heath Playing Fields, Hainault Road, Romford, Essex RM6 4XX being
  - (i) the freehold land known as land on the east side of Hainault Road, Little Heath, Romford as the same is registered with title absolute at HM Land Registry under title number EGL 101471,
  - (ii) the freehold land known as land on the north side of Eastern Avenue, Redbridge, London as the same is registered with title absolute under title number EGL 326923
- (d) Beckton Property  
All that freehold land known as West Ham United in the Community, 60A Albatross Close, London E6 5NX as the same is registered with title absolute under part of title number EGL 450917

**Part II – Leasehold Property**

- (a) Chadwell Heath Property  
All that leasehold property known as land on the north side of the railway line and forming part of Chadwell Heath Sports Ground, Saville Road, Romford, Essex RM6 6DS as the same is registered with title absolute at HM Land Registry under title number EGL 291543
- (b) Leasehold Retail Outlet  
The leasehold premises known as Unit 71, Thurrock Lakeside Shopping Centre as demised by a Lease dated 30 June 1999 made between CSC Properties Limited (1) West Ham United Sportswear Limited (2) West Ham United plc (3) for a term of 15 years and one quarter from 25 March 1999



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00066516

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 25th JANUARY 2008 AND CREATED BY WEST HAM UNITED FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY FINANCE PARTY, AND TO ANY SECURED PARTY 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 7th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th FEBRUARY 2008

PO

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*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES