

**Declaration of satisfaction
in full or in part
of mortgage or charge**

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

7

01965149

Name of company

* Chelsea Football Club Limited (the "Company")

I, Alan Leslie Shaw
of 108 Aberdeen Park, London N5 2BA

† Delete as
appropriate

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

§ The date of
registration may
be confirmed
from the
certificate

¶ Insert brief
details of
property

~~I, the director~~ [the secretary] ~~the administrator~~ ~~the administrative receiver~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~ ‡

Date and Description of charge ‡ 17/12/1997 - Trust Deed dated 17 December 1997

Date of Registration § 23/12/1997

Name and address of [chargee] ~~trustee for the debenture holders~~ ‡ The Law Debenture Trust
Corporation Plc, Fifth Floor, 100 Wood Street, London EC2V 7EX

Short particulars of property charged ¶ Please see attached

And I 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 Kildare House, 3 Dorset Rise, Declarant to sign below
London EC4Y 8EN

Day Month Year
on 31 01 2008

before me

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

Moorhead James Solicitors
Kildare House
3 Dorset Rise
London EC4Y 8EN

LEGAL EXECUTIVE

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

Lester Aldridge LLP
Kildare House
3 Dorset Rise
LONDON EC4Y 8EN
DX 186 CHANCERY LANE
Ref CHE 98 37

For official use (02/06)
Mortgage section

Post room



AE6KZWY7

A42

05/02/2008

123

COMPANIES HOUSE

Notes

The address of the Registrar of Companies is -

Companies House
Crown Way
Cardiff
CF14 3UZ

Short particulars of all the property mortgaged or charged CFC 1

The Company has charged with full title guarantee

(i) by way of first legal mortgage the properties set out below (the "Properties") together with all buildings and erections and fixtures and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to (but, in the case of properties registered at HM Land Registry, only to the extent that such are registered or protected on the Register or are overriding interests and, in the case of other properties, only to the extent that such are registered in accordance with Land Charges Acts 1925 and 1972 or, in each case, are otherwise binding on the Trustee as a matter of general law irrespective of registration) and with the benefit of all existing leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances, and

(ii) by way of first floating charge the whole of its undertaking and all its property, rights and assets, present and future, wheresoever situate (including uncalled capital)

The Properties

County/District London Borough	Address of Property	Title Number
Hammersmith and Fulham	Stamford Bridge Stadium	[To be allotted]
Hammersmith and Fulham	The lease dated 17 th December, 1997 made between Stardust Investments Limited (1) and Chelsea Football Club Limited (2) of Chelsea Football Ground, Stamford Bridge, Fulham Road, London SW6	

The Company has covenanted with the Trustee in the Trust Deed, inter alia, that, subject to certain exceptions, without the prior written consent of the Trustee no part of the equity of redemption of the Properties shall be disposed of (which, for the avoidance of doubt, but without limitation to the generality of the foregoing, shall include the exercising or agreeing to exercise the statutory or other powers of granting or agreeing to grant, and accepting or agreeing to accept surrenders of, leases, tenancies, licences or rights to occupy the Properties) except to a Charging Company (as defined therein)