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CHFP041

COMPANIES FORM No. 403a

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

403a

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 companyTo the Registrar of Companies
(Address overleaf)

For official use

Company number

		10
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02536231

Name of company

* Chelsea FC Plc (the "Company")

† 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
propertyI, Alan Leslie Shawof 108 Aberdeen Park, London N5 2BA

~~[a 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 - Deed of Legal ChargeDate of Registration § 02/01/1998Name and address of [chargee] ~~[trustee for the debenture holders]~~ † The Co-operative Bank Plc,
PO Box 101, 1 Balloon Street, Manchester M60 4EPShort particulars of property charged Ⓢ Please see attachedAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835Declared at Kildare House, 3 Dorset Rise, Declarant to sign below
London EC4Y 8ENDay Month Year
on

3	1	0	1	2	0	0	8
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before me

DEBORAH EVERMAN
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 EXECUTIVEPresenter'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



ADIV9WY3

A59

05/02/2008

233

006

COMPANIES HOUSE

406

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 3

Subject to the charge created by a trust deed dated 17 December 1997 between Chelsea Village plc (1) various other parties (2) and the Law Debenture Trust Corporation plc (3) which has priority to the Deed of Legal Charge

- (i) to the full extent of the Company's interest therein or its proceeds of sale, with Full Title Guarantee, by way of legal mortgage all legal interests and otherwise by way of specific equitable charge, as a continuing security, the freehold land at Stamford Bridge, Fulham Road, London SW6, in the London Borough of Hammersmith and Fulham as transferred by a transfer dated 17 December 1997 made between Stardust Investments Limited (1) and Chelsea Village plc (2) being part of the land registered at HM Land Registry under title number NGL 154792 and the entirety of the land registered at HM Land Registry under title number 242457 (including all additions thereto and all fittings in the nature of fixtures and all fixed plant and machinery not being chattels within the meaning of the Bills of Sale Acts) now or in the future in or about thereof, including any part or parts thereof (together the "Property"),
- (ii) to the full extent of the Company's interest therein, with Full Title Guarantee, by way of floating charge (as a continuing security) all unfixed plant and machinery and other chattels and equipment at the date of the Deed of Legal Charge or thereafter in or about the Property, including any part or parts thereof (the "Equipment"), and
- (iii) to the full extent of the Company's interest with Full Title Guarantee by way of assignment unto the Bank as a continuing security (a) the goodwill of any business carried on at or from the Property, (b) the benefit of the Justices Licence or Registration Certificate (if any) or other Licence or Certificate (if any) necessary to carry on at or from the Property the business or undertaking of the Company and (c) the right to recover and receive any compensation payable in respect of any Licence or Certificate referred to in (b) above, to hold the same unto the Bank absolutely subject to reassignment on redemption

The Company has covenanted in the Deed of Legal Charge with the Bank

- (i) not without the Bank's prior written consent to
 - 1 grant or accept (or contract so to do) a surrender of any lease, licence to occupy or franchise relating to the Property, or agree any variation of the terms of any lease or part with or share occupation of the Property,
 - 2 create, or purport to create, any other mortgage, charge or lien on the Property or any other assets charged by the Deed of Legal Charge,
 - 3 sell or dispose of the Property or any part of it (or contract so to do),
 - 4 sever or dispose of any fixed plant and machinery and other fixtures now or in the future in or about the Property, save in the ordinary course of repair or replacement,

- (ii) not without the previous consent in writing of the Bank to dispose of the Equipment save in the ordinary course of business,
- (iii) to keep all the Equipment in good and substantial repair and condition and to renew or replace the same when necessary, and
- (iv) to keep the Equipment insured against loss or damage by fire, theft, aircraft, storm, tempest, flood and damage by or resulting from vehicular impact and such other risk as the Bank shall from time to time require in their full replacement value for the time being in such insurance office or offices as the Bank shall approve and punctually to pay all premiums in respect of such insurance