

# M

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this margin

To the Registrar of Companies

For official use

Company number

M72

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2536231

Name of company

CHELSEA VILLAGE LIMITED (the "Assignor")

Date of creation of the charge

19th February 1993

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

Deed of Assignment of Rents (the "Deed of Assignment")

Amount secured by the mortgage or charge

All monies which then were or at any time thereafter may be or become due or owing by the Assignor to the Assignee (as defined below) under or pursuant to (i) the Deed of Assignment (ii) a guarantee and a debenture both dated 15th December 1992 and made between the Assignor and the (Assignee) and (iii) the two leases both dated 15th December 1992 between the Assignee and the Assignor (the "Leases") in respect of (a) Stamford Bridge Stadium, Fulham Road, London SW6 and (b) 418/420 Fulham Road, London SW6 (together the "Security Documents") and the discharge of all other liabilities whether actual or contingent then existing or thereafter, incurred by the Assignor under or pursuant to the Security Documents (whether in either case due owing or incurred by the Assignor alone or jointly with any other person(s) and in whatever name form or style and whether as principal or surety).

Name(s) and address(es) of the mortgagee(s) or person(s) entitled to the charge

West Register (Properties) Limited, 42 St Andrew's Square, Edinburgh  
EH2 2YE (the "Assignee")

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

Cameron Markby Hewitt  
Sceptre Court  
40 Tower Hill  
London EC3N 4BB

GLW/CAG/X1991/0203

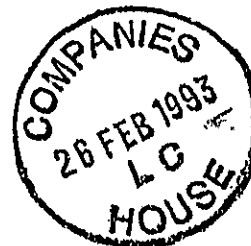
Time critical reference

For official Use  
Mortgage Section

REGISTERED

26 FEB 1993

Post room



The Assignor as beneficial owner thereby assigned to the Assignee all the Assignor's right, title and interest to and in the Rents (as defined in the Deed of Assignment) and all rights and benefits whatsoever in respect of the Rents receivable accruing to the Assignor under the five underleases each dated 1st February 1993 and relating to the premises demised by the Leases (the "Underleases") including (but without limitation) in respect of any breach of the Underleases by any tenant to hold the same unto the Assignee absolutely subject to reassignment following discharge of all the Assignor's obligations under the Deed of Assignment

**NEGATIVE PLEDGE:** The Assignor thereby covenanted with the Assignee that at no time during the subsistence of the security thereby constituted would the Assignor, except with the prior written consent of the Assignee, amend or waive any of its rights under the Underleases, or sell, assign, transfer, charge or otherwise encumber or permit to subsist any other security interest over the whole or any part of any of its rights or obligations thereunder (except under and by virtue of the Deed of Assignment) or release any tenant from any of its obligations under or pursuant to the Underleases or waive any breach by any tenant of, or agree to accept any termination of any tenant's obligations under, the Underleases.

Particulars as to commission allowance or discount

NIL

Signed *Conor Morley Harris*

Date 25-2-93

On behalf of ~~Company~~ [mortgagee / chargee] †

† 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 This form should be addressed to:
 

Mortgage Section  
PO Box 716  
Companies House  
Crown Way  
CARDIFF CF4 3YA



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 19th FEBRUARY 1993  
and created by CHELSEA VILLAGE LIMITED

for securing all moneys due or to become due from the Company to WEST  
REGISTER (PROPERTIES) LIMITED under the terms of THE DEED OF ASSIGNMENT,  
A GUARANTEE AND A DEBENTURE DATED 15/12/92

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 26th FEBRUARY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 2nd MARCH 1993

No. 2536231

A handwritten signature in cursive script, appearing to read 'L. Thomas'.

L. THOMAS  
an authorised officer

C.69  
POST  
2-MARCH  
1993