

MR01

Particulars of a charge

152323 / E13

Oyez

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.comp

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT
You may not use this form to
register a charge where
instrument Use form MR



A35 05/04/2014 #92
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 0 0 6 6 5 1 6 ✓
Company name in full West Ham United Football Club Limited ✓

30 For official use
Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03 01 2013 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name	Boleyn Phoenix Limited ✓
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Boleyn Ground Stadium Upton Park London registered at the Land Registry with title numbers EGL409515, EGL438215, EGL296989, EGL438376, EGL523833, EGL526444, EGL411398, TGL369994 ✓

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹⁾

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹⁾ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature




×







×

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge**

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	DAVID PHILIPS
Company name	HowardKennedyFs1
Address	
19 Cavendish Square	
London	
Post town	
County/Region	
Postcode	W 1 A 2 A W
Country	
DX Oxford Circus North - DX 42748	
Telephone	020 3350 3350
	Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
	Checklist
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/>	You have signed the form
<input checked="" type="checkbox"/>	You have enclosed the correct fee
<input checked="" type="checkbox"/>	Please do not send the original instrument, it must be a certified copy

	Important information
Please note that all information on this form will appear on the public record.	
	How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'.	
	Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
For companies registered in England and Wales. The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland. The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland. The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
	Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 66516

Charge code: 0006 6516 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2014 and created by WEST HAM UNITED FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2014.

Given at Companies House, Cardiff on 10th April 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS LEGAL CHARGE made the 31 day of March 2014 BETWEEN:

- 1 WEST HAM UNITED FOOTBALL CLUB LIMITED incorporated in England and Wales with company number 66516 and whose registered office is at Boleyn Ground, Green Street, Upton Park, London, E13 9AZ ("the Seller") of the one part and
- 2 BOLEYN PHOENIX LIMITED (a company registered in England and Wales) whose registered office is at 3rd Floor Sterling House Langston Road Loughton Essex IG109 3TS (hereinafter called "the Buyer") of the other part

WITNESSETH AS FOLLOWS

- 1 (a) For the purposes of this charge the "Property" means the freehold property situated at and known as The Boleyn Ground Stadium, Green Street, Upton Park, London and registered at the Land Registry under title numbers EGL438215, EGL438376, EGL296989, EGL526444, EGL409515, EGL411398, EGL523833 and TGL369994

We hereby certify this to be a true copy of the original.

Howard Kennedy Fel LLP
19 Cavendish Square
London W1A 2AW

- (b) As security for the performance and observance of the obligations on the part of the Seller contained in clause 3 4 and clause 31 3 1 or otherwise relating to repayment of the Deposit to the Buyer in the agreement ("the Agreement") dated [] and between the Seller (1) and the Buyer (2) relating to the Property the Seller with full title guarantee charges by way of legal mortgage the Property to the Buyer

Signed [Signature] The Seller covenants to the Buyer to observe and perform the obligations contained in the Agreement

Date 2/4/15 During the continuance of this security no person or persons shall be registered under The Land Registration Acts 1925 to 1986 as the proprietor of the freehold interest in the Property or any part thereof without the consent in writing of the Buyer

- 3 The monies hereby secured shall become immediately payable in the event of the Seller failing to observe and perform the provisions of clause 3 4 and clause 31 3 1 or otherwise relating to repayment of the Deposit to the Buyer in the Agreement and the statutory power of sale (and all other rights of the Buyer as mortgagee) shall be exercisable at any time upon the happening of any one or more of the events following that is to say
 - (a) the Seller disposes of the Property or any part or parts thereof, or
 - (b) an order is made and confirmed for the compulsory acquisition of the Property or any part or parts thereof, or
 - (c) it shall be or become unlawful at any time for the Seller to perform any of the obligations of the Seller herein contained or to sell the Property pursuant to the Agreement,
 - (d) the Seller fails to comply with any of its obligations contained in the Agreement
- 4 Pursuant to clause 2 hereof the parties hereto request and authorise the Chief Land Registrar to note on the proprietorship register of the title to the Property the following restriction

"Except under an Order of the Registrar no transfer or assignment of the registered estate by the proprietor of the registered estate shall be registered without the written consent of the Buyer"

- 5 The Seller represents and warrants to the Buyer that the execution of this Legal Charge and the observance and performance of the obligations of the Seller to the Buyer under this Legal Charge does not contravene any charge mortgage lease loan facility agreement document or (where applicable) or other deed or document whatsoever (or where it shall the Seller shall procure consent to the same)

1. The first part of the report
describes the background of the
project.

2. The second part of the report
describes the methodology used
in the study.

3. The third part of the report
describes the results of the study.

4. The fourth part of the report
describes the conclusions of the study.

- 6 The powers and remedies conferred on mortgagees by the Law of Property Act 1925 shall apply to the security with the variation or extension that on the expiration of one days notice to the Seller of its intention so to do the Buyer may exercise and put in force all and every of such powers and remedies as hereby carried or extended
- 7 The power of sale and the power of appointing a receiver conferred on mortgagees by the Law of Property Act 1925 shall in relation to this security be modified so that they should be exercisable without the necessity of giving any notice in that behalf in the event that the Seller shall commit any breach of any of the obligations herein contained and on the part of the Seller to be observed and performed
- 8 This Charge is subject to the terms of a deed of priority dated [21 Nov 2014] between CB Holding ehf, the Buyer and the Seller

IN WITNESS whereof the parties hereto have executed this instrument as their Deed

EXECUTED and DELIVERED as a DEED)
by WEST HAM UNITED FOOTBALL CLUB)
LIMITED acting by a director in the)
presence of

A J Mallett
Director

Witness Signature

PEU

Witness Name

PAUL ELLIS

Address

3 COLLINGWOOD ROAD RAINHAM RM13 8E2

Occupation

FINANCIAL CONTROLLER