

M

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 company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

☐ ☐ 8

01965149

Name of company

* Chelsea Football Club Limited (the "Company")

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

† Delete as
appropriate

~~[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] †

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

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 attached

§ The date of
registration may
be confirmed
from the
certificate

☐ Insert brief
details of
property

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

DEBORAH EUGERMAN
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

TUESDAY



AE6LOWY9

Companies M403a

Oyez 7 Spa Road, London SE16 3QQ
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A42

05/02/2008
COMPANIES HOUSE

122

Notes

The address of the Registrar of Companies is -

Companies House
Crown Way
Cardiff
CF14 3UZ

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 property known as Stamford Bridge Stadium, Fulham Road, London SW6, in the London Borough of Hammersmith and Fulham and comprised in a lease dated 17 December 1997 between Stardust Investments Limited (1) and the Company (2) (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