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Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1995

To the Registrar of Companies

For official use

Company number

[115]

1965149

Name of company

* CHELSEA FOOTBALL CLUB LIMITED

Date of creation of the charge

17 DECEMBER 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF LEGAL CHARGE

Amount secured by the mortgage or charge

Payment or discharge on demand of all monies, obligations and liabilities which shall for the time being (and whether or at any time after demand) be due, owing or incurred in whatsoever manner to The Co-operative Bank p.l.c. (the "Bank") by the Company whether actually or contingently, and whether solely or jointly with any other person, and whether as principal or surety, and whether or not the Bank shall have been an original party to the relevant transaction, including interest discount commission or other lawful charges and expenses which the Bank may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Company's account(s), (and also including the costs, charges and expenses incurred under the Deed of Legal Charge by the Bank or any one or more receivers appointed under the Deed of Legal Charge pursuant to the Law of Property Act 1925 or one or more administrative receivers, including any substitute receiver or receivers) (each a "Receiver") in connection with the Deed of Legal

Names and addresses of the mortgagees or persons entitled to the charge

THE CO-OPERATIVE BANK p.l.c.

P O BOX 101, 1 BALLOON STREET, MANCHESTER

Postcode

M60 4EP

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

HALLIWELL LANDAU
ST JAMES'S COURT
BROWN STREET
MANCHESTER
M2 2JF

CAS.EAB.CHEL-395.S

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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

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Particulars as to commission allowance or discount (note 3)

Signed Hallwell London

Date 31 December 1997

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

† delete as appropriate

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 115

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Company Number

1965149

Name of Company

CHELSEA FOOTBALL CLUB LIMITED

limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

07-01-98

.. Amount due or owing on the mortgage or charge (continued)

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Charge or the property referred to below, including all additions thereto and fixtures 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 Act) at the date of the Deed of Legal Charge or thereafter in or about thereof including any part or parts thereof (together the "Property") or any of the assets (if any) other than the Property charged by the Deed of Legal Charge, which shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly, and including all monies expended or incurred by or charged by the Bank or any Receiver under the Deed of Legal Charge and all costs incurred by or charged by the Bank (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under the Deed of Legal Charge), and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand or judgment or the insolvency of the Company.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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.. Short particulars of all the property mortgaged or charged (continued)

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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

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- (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.

07-01-98

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

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

COMPANY No. 01965149

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF LEGAL CHARGE DATED THE 17th DECEMBER 1997 AND CREATED BY CHELSEA FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JANUARY 1998.

A. B. B. B.
A. B. B. B.

for the Registrar of Companies



COMPANIES HOUSE

20/1/98
01/1/98