

Particulars of a mortgage or charge**395****M**Please do not
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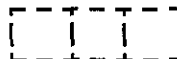
Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

02536231

Name of company

* CHELSEA VILLAGE plc (the "Issuer")

*insert full name
of company

Date of creation of the charge

17th December, 1997

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

The Trust Deed dated 17th December, 1997 (the "Trust Deed") made between the Issuer, Chelsea Village Catering Ltd., Chelsea Car Parks Limited, Chelsea Village Hotel Ltd., Bidgleam Limited, Chelsea Limited, Chelsea Football Club Limited, Stamford Bridge Securities Ltd., Stamford Bridge Properties Ltd., Fulham Securities Limited, Chelsea Communications

Amount secured by the mortgage or charge

The payment to the Trustee (as defined below) of the principal, premium (if any) and interest on the Bonds and/or any Further Bonds (as defined below) and all other moneys payable by the Issuer under or pursuant to the Trust Deed and any trust deed supplemental thereto.

"Further Bonds" means bonds in bearer form of the Issuer constituted and secured by a trust deed supplemental to the Trust Deed.

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

The Law Debenture Trust Corporation p.l.c., Princes House, 95 Gresham Street, London EC2V 7LY (the "Trustee" which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of the Trust Deed).

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

Allen & Overy
One New Change
London
EC4M 9QQ

PC/MEC/ICM2:309792

Time critical reference

30/12/03-134

For official use
Mortgage Section

Post room



KLO *KQAP0287* 2441
COMPANIES HOUSE 23/12/97

Short particulars of all the property mortgaged or charged

The Issuer:

(i) has charged with full title guarantee by way of first legal mortgage the properties set out below (the "Properties") together with all buildings and erections and fixtures and fixed plant and machinery for the time being thereon belonging to it and all improvements and additions thereto subject to (but, in the case of properties registered at H.M. Land Registry, only to the extent that such are registered or protected on the Register or are overriding interests and, in the case of other properties, only to the extent that such are registered in accordance with Land Charges Acts 1925 and 1972 or, in each case, are otherwise binding on the Trustee as a matter of general law irrespective of registration) and with the benefit of all existing leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances;

(ii) has charged with full title guarantee by way of first floating charge the whole of its undertaking and all its property, rights and assets, present and future, wheresoever situate (including uncalled capital); and

(iii) as beneficial owner has irrevocably and unconditionally assigned to

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Particulars as to commission allowance or discount (note 3)

0.75 per cent.

Signed

Allen + Overy

Date

23rd

December, 1997

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

† 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

02536231

Name of Company

CHELSEA VILLAGE plc (the "Issuer")

~~Limited~~

* delete if
inappropriate

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

Limited, Chelsea Leisure Services Limited, Chelsea Village Merchandising Ltd., Elizabeth Duff Travel Limited and Chelsea Village Management Ltd. and The Law Debenture Trust Corporation p.l.c. and constituting and securing the £75,000,000 8.875 per cent. First Mortgage Debenture Bonds due 2007 (the "Bonds") of the Issuer.

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

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

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the Trustee as trustee for the holders of the Bonds and/or any Further Bonds and the holders of the bearer interest coupons appertaining to such Bonds in definitive form all rights, title and interest in all sums of money held from time to time by the Issuer in an account in its own name with The Co-operative Bank p.l.c., 80 Cornhill, London EC3V 3RD, numbered 70661819, Sort Code 08-02-28 and entitled "Chelsea Village Assigned Money Account" (the "Charged Account") and the debts represented thereby but excluding all interest which shall accrue thereon which shall be payable to the Issuer.

The Properties

County/District/ London Borough	Address of Property	Title Number
Hammersmith and Fulham	Strip of land	BGL 11604
Hammersmith and Fulham	The freehold land at Stamford Bridge, Fulham Road, London SW6 transferred by a transfer dated 17th December, 1997 made between Stardust Investments Limited (1) and Chelsea Village plc (2) being part of the land registered at H.M. Land Registry under title number NGL 154792 and the entirety of the land registered at H.M. Land Registry under title numbers 242457	

The Issuer has covenanted with the Trustee in the Trust Deed, inter alia, that, subject to certain exceptions, without the prior written consent of the Trustee no part of the equity of redemption of the Properties shall be disposed of (which, for the avoidance of doubt, but without prejudice to the generality of the foregoing, shall include the exercising or agreeing to exercise the statutory or other powers of granting or agreeing to grant, and accepting or agreeing to accept surrenders of, leases, tenancies, licenses or rights to occupy the Properties) except to a Charging Company (as defined therein).

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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.2536231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED 17TH DECEMBER, 1997 (THE "TRUST DEED") AND CREATED BY, INTER ALIOS, CHELSEA VILLAGE PLC (THE "ISSUER") FOR CONSTITUTING AND SECURING £75,000,000 8.875 PER CENT. FIRST MORTGAGE DEBENTURE BONDS DUE 2007 OF THE ISSUER, ALL (IF ANY) FURTHER BONDS (AS DEFINED IN THE TRUST DEED) AND ALL OTHER MONEYS COVENANTED TO BE PAID BY THE ISSUER TO THE TRUSTEE (AS DEFINED IN THE TRUST DEED) UNDER OR PURSUANT TO THE TRUST DEED AND ANY DEED SUPPLEMENTAL THERETO WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23RD DECEMBER, 1997

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31ST DECEMBER, 1997.


A. P. GODDARD

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

LC
AG