

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not write in this margin

be confirmed

from the certificate place insert brief details of property

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
	Name of company	'
	Chelsea FC Plc (the "Company")	
	I, Alan Leslie Shaw	
	of 108 Aberdeen Park, London N5 2BA	
†Delete as appropnate	[exchence tox] [the secretary]: [the sade manustrator]: [the sade manustratives received] † 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 Charge	
	Date of Registration § 02/01/1998	
	Name and address of [chargee] thustee for the xlebenture holders] † The Co-operative Bank Plc	
	PO Box 101, 1 Balloon Street, Manchester M60 4EP	
	Short particulars of property charged Please see attached	
§The date of registration may	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 [3

3110112008

before me

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

Kıldare House 3 Dorset Rise

London EC4Y 8EN

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

UESDAY

Post room



*ADIVAWY4**
A59 05/02/2008
COMPANIES HOUSE

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Companies M403a

Notes

The address of the Registrar of Companies is -

Companies House Crown Way Cardiff CF14 3UZ

Short particulars of all the property mortgaged or charged CFC 2

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 strip of land adjoining the eastern boundary of the Stamford Bridge Stadium, Fulham Road, London SW6, in the London Borough of Hammersmith and Fulham registered at HM Land Registry under title number BGL 11604 (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
 - 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,
 - 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),
 - severe 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