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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

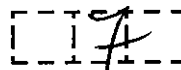
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bold block lettering

*insert full name
of company

To the Registrar of Companies

For official use

Company number



2536231

Name of company

*CHELSEA VILLAGE PLC (the "Company")

Date of creation of the charge

18 October 1996

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

Debenture (the "Debenture") between the Company, Chelsea Football Club Limited, Chelsea Worldwide Travel Limited, Fulham Securities Limited, Chelsea Leisure Services Limited,

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Security Trustee and each of the other Beneficiaries on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person) including interest, discount, commission, bank charges and expenses charged by the Security Trustee and each of the other Beneficiaries.

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
(as security trustee for the Beneficiaries)

Postcode M60 4EP

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

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

CAS.EAB.C5142.1042.CHEL-395.S

Time critical reference

For official use
Mortgage Section



Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all freehold and leasehold property of the Company and the proceeds of sale thereof together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
2. By way of fixed charge all estates and interests of the Company in freehold, leasehold and other immovable property (wherever situate), now or at any time hereafter during the continuance of this security belonging to or charged to the Company and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in any such property;
3. by way of fixed charge the benefit of all its rights, present and future, under covenants for title given in relation to the property referred to in paragraphs 1 and 2 above (the "Property") and the benefit of all its rights, present and future, against any lessee, sub-lessee, licensee or other occupier of the Property for the time being (including rights to rental and other income) and, in each case, its rights against guarantors and sureties for the obligations of such persons;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Halliwel Hardam

Date 29/10/96

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.

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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

2536231

Name of Company

CHELSEA VILLAGE PLC (the "Company")

Limited*

* delete if
inappropriate

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

Chelsea Village Hotel Limited, Chelsea Pensioner Limited, Chelsea Caterers Limited, Chelsea Village Catering Limited, Chelsea Garden Village Limited, Chelsea TV Limited, Chelsea Car Parks Limited, Chelsea Limited and The Co-operative Bank p.l.c. as security trustee for the Beneficiaries (as defined below) (the Security Trustee").

Page 2

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

**Please complete
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4. By way of fixed charge the benefit of all its rights present and future, under any contract for the sale, letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property;
5. By way of fixed charge the benefit of all its rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of the Property;
6. By way of fixed charge all licences, consents and authorisations (both public and private), present and future, held by it in connection with any of its activities;
7. By way of fixed charge all its plant, machinery, vehicles, computers and other equipment, present and future, (unless it forms part of its stock-in-trade or work in progress) and the benefit of all its rights, present and future, against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement;
8. by way of fixed charge all its goodwill and uncalled capital, present and future;
9. by way of fixed charge all stocks, shares and other securities (including debt securities) and interests in any unincorporated business or entity, now and at any time during the continuance of this security owned by the Company, together with all rights, benefits and property (including dividend and other income) offered, arising or accruing in relation thereto;
10. by way of fixed charge all interests in and rights under policies of insurance and assurance now or at any time during the continuance of this security belonging to the Company, and all its rights, present and future, to other compensation monies from time to time payable in respect of the assets mortgaged and charged pursuant to the Debenture (the "Charged Assets");
11. by way of fixed charge all patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights, including the benefit of any pending applications for any of them, now or at any time during the continuance of this security belonging to the Company, including all the Company's rights under any agreements, both present or future, relating to the use or exploitation of such rights;
12. by way of fixed charge all book and other debts now and from time to time due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Security Trustee or any other Beneficiary and third parties) capable of being satisfied by the payment of money now or at any time during the continuance of this security belonging to the Company, together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and Encumbrances; and

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2536231

Name of Company

CHELSEA VILLAGE PLC (the "Company")

Limited*

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

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

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13. By way of floating charge all its undertaking, property and assets, whatever and wherever, both present and future (including heritable and other property and assets in Scotland) except to the extent effectively charged under the preceding provisions set out above.
14. By way of assignment all the Company's right, title and interest in and to:-
- (a) a building contract entered into or to be entered into by the Company with James Longley & Company Limited; and
 - (b) a performance bond entered into or to be entered into by the Company, James Longley & Company Limited and Seaboard Surety Company.

The Company shall not, without the prior written consent of the Security Trustee, create or allow to subsist any Encumbrance over any Charged Asset (whether ranking in priority to, pari passu with or subsequent to the security created by the Debenture) or attempt or agree to do so.

The Company shall not sell, transfer, assign, factor, discount or otherwise dispose of any Charged Asset without the prior written consent of the Bank (except for a disposal at market value in the usual course of trading of Charged Assets charged by way of floating charge only) or attempt or agree or do so.

For the purposes of this Form 395:-

"Beneficiaries" means each of the Security Trustee, The Co-operative Bank p.l.c. as facility agent, the Banks and each other person from time to time party to the Facility Agreement or the Debenture pursuant to an assignment or transfer in accordance with the terms of the Facility Agreement or the Debenture;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien (save where arising by operation of law in the usual course of business), hypothecation, preferential right (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security, or other security interest of any kind;

"Facility Agreement" means the agreement dated 18 October 1996 between (1) the Company (2) Chelsea Village PLC (3) the companies referred to therein as the "Original Subsidiaries" (4) The Co-operative Bank p.l.c. as facility agent and (5) the financial institutions referred to therein as banks (the "Banks").

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02536231

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th OCTOBER 1996 AND CREATED BY CHELSEA VILLAGE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK p.l.c. (AS SECURITY TRUSTEE FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 1996.

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

for the Registrar of Companies



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

HC026B

Post
5/11/11