

# M

CHFP041

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

not £10

310023

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



Please do not write in this margin

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

\* Insert full name of company

To the Registrar of Companies  
(Address overleaf - Note 6)

*ce*

For official use Company number

19

43026

Name of company

\* Bolton Wanderers Football & Athletic Company Limited ("the Borrower")

Date of creation of the charge

9 September 1999

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

Legal Charge made on 9 September 1999 between the Borrower (1) and Newcourt Financial Limited (2) ("the Legal Charge")

Amount secured by the mortgage or charge

Please see Schedule I attached

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

Newcourt Financial Limited ("the Lender")

of 66 Buckingham Gate, London

Postcode

SW1E 6AU

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

Osborne Clarke  
50 Queen Charlotte Street  
BS1 4HE  
DX

For official use  
Mortgage section



Time critical reference  
BSJW/OAN/ 766102

Short particulars of all the property mortgaged or charged

Please see Schedule II attached

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

None

Signed

*Thomas Clarke*

Date

*21/9/99*

On behalf of [company] [mortgagee/chargee]\*

\*Delete as appropriate

**Notes.**

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.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ.

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**Schedule to Companies' Form M395 in respect of a Legal Charge by  
Bolton Wanderers Football & Athletic Company Limited (registered  
number 43026)**

**in favour of**

**Newcourt Financial Limited**

1. **Definitions and interpretations**

- "the Conditions"** means the mortgage conditions in the form set out in the annexed schedule to the Legal Charge
- "Mortgaged Property"** means all that leasehold property and the premises and buildings situate and known as part of the Stadium Complex Redmoss Horwich Bolton as the same is registered at HM Land Registry with title absolute under title number GM737515 together with all additions to the said property, premises and buildings
- "Prior Charge"** means firstly a charge dated 16 October 1996 in favour of The Co-operative Bank Plc over the Mortgaged Property secondly a charge dated 7 November 1997 in favour of Scottish & Newcastle Plc over the Mortgaged Property and thirdly a charge dated 16 March 1999 in favour of Scottish & Newcastle Plc over the Mortgaged Property
- "Trading Companies"** means the Lender's present or future subsidiary companies within the meaning of Section 736 of the Companies Act 1985 or any other person nominated by the Lender or their assigns being their successors in business or their nominees or any of them as the Lender shall from time to time direct

## Schedule I

### Amount secured by the mortgage or charge

1. All monies covenanted or agreed to be paid by the Borrower to the Lender or which are or at any time may be or become due or owing to the Lender by the Borrower on any account and all other liabilities, actual or contingent now existing or incurred by the Borrower to the Lender and/or the Trading Companies (whether in either case due owing or incurred by the Borrower alone or jointly with any other person(s)) and in whatever name firm or style and whether as principal or surety and all interest discount commission costs expenses and other charges thereon.
2. Such sums as shall have been properly incurred by the Lender by way of legal fees and disbursements and value added tax in connection with the preparation, completion, perfection, maintenance or enforcement of the Legal Charge and any ancillary work and associated documentation.

## Schedule II

### Short Particulars of all property mortgaged or charged ("the Charged Assets")

1. The Borrower with full title guarantee charges to the Lender as a continuing security:-
  - 1.1 by way of legal mortgage the Mortgaged Property; and
  - 1.2 by way of assignment and subject to the Prior Charge the benefit of all justices licences and any public entertainment licences held by the Borrower or by the Borrowers' nominee in connection with the Mortgaged Property; and
  - 1.3 by way of fixed charge all proceeds of insurance (to the amount required to discharge the Legal Charge in full) maintained in respect of the undertaking, property and assets of the Borrower charged by the Legal Charge (subject to a Deed of Priority of even date made between The Co-operative Bank Plc (1) Scottish & Newcastle Plc (2) The Lender (3) and The Borrower (4))
  
2. The Legal Charge also sets out inter alia the following covenants and agreements on the part of the Borrower:

#### 2.1 **Covenants**

Without the prior written consent of the Lender (which shall not be unreasonably withheld or delayed) the Borrower covenants that none of the following takes place:

- (a) no part of (or the whole of) the Charged Assets is charged, mortgaged or becomes the subject of a lien unless the legally enforceable priority between such Charges is that the Lender has priority in no way less favourable than that which it has pursuant to the Deed of Priority dated the same date as the legal charge made between The Co-operative Bank Plc (1), Scottish & Newcastle Plc (2) the Lender (3) and the Borrower (4) PROVIDED ALWAYS FOR THE AVOIDANCE OF DOUBT the following provisions apply:
  - (i) the Borrower shall have the freedom to grant any such mortgages or other form of security without the consent of the Lender so long as clause 5.2.1 of the Conditions is adhered to, in favour if any third party and the Lenders consent shall not be required to the creation of any such security

- (ii) the Lender agrees to co-operate in the consent to the registration of any charge as falls within the provisions of the Legal Charge
  - (iii) the parties shall enter into any necessary forms of Deed of Priority as may be requisite to secure the provisions of the Legal Charge
  - (iv) the provisions of the Legal Charge shall not affect the relationship between the provisions of the Legal Charge and the Prior Charge
- (b) no lease tenancy or licence for occupation is granted or agreed to be granted in excess of a term of 30 years from the date of grant within the east and west stands of the Mortgaged Property to which areas alone these restrictions on letting by the Borrower shall apply in respect of the Mortgaged Property

FILE COPY



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

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

COMPANY No. 00043026

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 9th SEPTEMBER 1999 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NEWCOURT FINANCIAL LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd SEPTEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th SEPTEMBER 1999 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026B

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Paw*