

19,378/104

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

46

00043026

Name of company

* THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED (THE "ASSIGNOR")

Date of creation of the charge

31 AUGUST 2007

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

DEED OF ASSIGNMENT OF RENTAL INCOME (THE "ASSIGNMENT")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

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

ALLIANCE AND LEICESTER PLC, CARLTON PARK, NARBOROUGH, LEICESTER, (THE "LENDER")

Postcode LE19 0AL

Presentor's name address and reference (if any)

Eversheds LLP
Eversheds House, 70 Great
Bridgewater Street,
Manchester
M1 5ES

MAN_002/1412923/1/JONESLR

Time critical reference

For official Use (06/2005)
Mortgage Section

WEDNESDAY

Post room

AR2HQSPR
A02 05/09/2007 522
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

Eversheds W P

Date 04-09-07

On behalf of ~~XXXXXX~~ [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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE

THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED
(COMPANY NUMBER 00043026)

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The amount secured by the Assignment is all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Assignor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Lender shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Assignor's account, and so that interest shall be computed and compounded according to the usual rates and practice of the Lender as well after as before any demand made or decree obtained under the Assignment

(the "**Secured Liabilities**")

APPENDIX TWO

THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED **(COMPANY NUMBER 00043026)**

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

Pursuant to the terms of the Assignment the Assignor as security for the payment of the Secured Liabilities with full title guarantee assigns the Assigned Rights to the Lender by way of security.

NOTE:

Pursuant to the terms of the Assignment The Assignor covenants

- 1 not to sell, assign, discount, factor, mortgage, charge, pledge, compound or release the Rents (or purport to do any of the foregoing) other than in favour of the Lender, and
- 2 not to do or cause to be done anything which may depreciate, jeopardise or otherwise prejudice the value of the Rents, and
- 3 not without the prior written consent of the Lender (such consent not to be unreasonably withheld) to permit any assignment or other dealing or encumbrance whatsoever to occur in connection with the relevant Occupier's rights or obligations under the Leases

DEFINITIONS:

"Assigned Rights" means all the rights, titles, benefits and interests whether present or future of the Assignor to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing

"Borrower" means Burnden Leisure plc, a company incorporated in England and Wales with company number 335699

"Default" shall have the meaning given to it in the Facility Agreement

"Existing Leases" means each and any of the agreements for lease, leases or other occupations (if any) in respect of the various parts of the Property, brief particulars of which are set out in Schedule 2 of the assignment and Schedule 2 hereto together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof

"Facility Agreement" means the £18,000,000 term loan and £6,000,000 revolving loan facility agreement between the Borrower and the Lender and dated on or around the date of the Assignment

"Leases" means any lease, agreement for lease, tenancy agreement, licence and any other right of occupation of the Property now or hereafter existing (including without limitation the Existing Leases)

"Property" means the property or properties particulars of which are set out in Schedule 1 of the Assignment and in Schedule 1 hereto

"Occupier" includes any tenant, licensee or occupier under a Lease

"Rents" means all monies from time to time due, owing or incurred to the Assignor under the Leases other than sums due to the Assignor by way of insurance rent or service charge or any VAT payable to the Assignor thereon

Schedule 1

The Property:

Leasehold land and buildings lying to the south west of Mansell Way, Horwich, known as the Reebok Stadium, Burnden Way, Horwich, Bolton, BL6 6JW (shown edged red on the attached plan) and registered at the Land Registry with title number GM737515

Schedule 2

The Existing Leases and Agreements for Lease

Date	Documents	Parties	Demise
21 May 2003	Lease (as varied by a deed of variation)	Bolton Wanderers Football and Athletic Company Limited (1) Reebok International Limited (2)	Second floor offices at North Stand, Reebok Stadium
7 January 2005	Lease (as varied by a deed of variation)	Bolton Wanderers Football and Athletic Company Limited (1) Reebok International Limited (2)	First Floor Office Accommodation at North Stand, Reebok Stadium
20 September 2006	Lease (as varied by a deed of variation)	Bolton Wanderers Football and Athletic Company Limited (1) Reebok International Limited (2)	Ground Floor Office Accommodation at North Stand, Reebok Stadium
20 September 2006	Lease (as varied by a deed of variation)	Bolton Wanderers Football and Athletic Company Limited (1) Reebok International Limited (2)	Second Floor Offices at North Stand, Reebok Stadium - reversionary lease
20 September 2006	Lease	Bolton Wanderers Football and Athletic Company Limited (1) Reebok International Limited (2)	Second Floor Accommodation at North Stand, Reebok Stadium - reversionary lease
24 May 1999	Lease	Bolton Wanderers Football and Athletic Company Limited (1) Bolton Whites Hotel Limited (2)	Lease of Hotel Areas within and comprising the entire South Stand, Reebok Stadium

24 May 1999	Lease	Bolton Wanderers Football and Athletic Company Limited (1) Bolton Whites Hotel Limited (2)	Lease of Catering, Conference and Banqueting Areas within The Reebok Stadium, Horwich, Bolton
24 May 1999	Catering Agreement	Bolton Wanderers Football and Athletic Company Limited (1) Bolton Whites Hotel Limited (2)	Catering Agreement in relation to certain areas where Catering Facilities are provided within sections of The Reebok Stadium
24 May 1999	Exhibition Hall Agreement	Bolton Wanderers Football and Athletic Company Limited (1) The Borough Council of Bolton (2)	Agreement in relation to certain areas where catering facilities are provided within the Exhibition Hall Area at the ground floor of the East Stand, Reebok Stadium

and any other agreements for lease, leases or tenancies which may be granted over the Property or any part thereof from time to time until all money owing or incurred to the Lender has been repaid

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 DEED OF ASSIGNMENT OF RENTAL INCOME DATED THE 31st AUGUST 2007 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED (THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIAND AND LEICESTER PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'R.R.' or similar, located on the left side of the page.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES