

# MG01

## Particulars of a mortgage or charge



244741/13

**A fee is payable with this form.**  
We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

**What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

**What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s.

WEDNESDAY



\*AAEHUEVI\*  
A16 11/11/2009 252  
COMPANIES HOUSE

### 1 Company details

Company number 0 0 0 4 3 0 2 6

Company name in full The Bolton Wanderers Football & Athletic Company Limited  
(the "Chargor")

For official use  
449  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation <sup>d</sup>2 <sup>d</sup>7 <sup>m</sup>1 <sup>m</sup>0 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>0 <sup>y</sup>9

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Legal Charge between the Chargor and the Lender (as defined below) dated 27 October 2009 (the  
"Legal Charge")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured All monies at the date of the Legal Charge or anytime thereafter  
becoming due or owing by the Chargor to the Lender and all  
liabilities, obligations, costs, charges and expenses, actual or  
contingent, existing at the date of the Legal Charge or incurred  
thereafter by the Chargor to the Lender (whether due, owing or  
incurred by the Chargor alone or jointly with any other person and  
whether as principal or surety) including, but not limited to those  
incurred pursuant to the Guarantee (as defined below) (the "Secured  
Obligations")

**Continuation page**  
Please use a continuation page if  
you need to enter more details.

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Name	Moonshift Investments Limited (the "Lender")
Address	Romasco Place, Wickhams Cay 1, PO Box 3140, Road Town Tortola, British Virgin Islands
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/> <input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

**Continuation page**  
Please use a continuation page if you need to enter more details.

Short particulars Please see the continuation sheets for further details

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here.

Signature

Signature

X *Charles Amnell LLP* X

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Keir Gordon - 058044/00037 #2694587

Company name Charles Russell LLP

Address 5 Fleet Place

Post town London

County/Region

Postcode 

E	C	4	M	7	R	D
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Country

DX 19 Chancery Lane

Telephone 020 7203 5000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included the original deed with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the mortgagee or chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property mortgaged or charged.
- You have signed the form.
- You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

**CHARGE**

The Chargor has covenanted with the Lender that it will, on demand, pay and discharge the Secured Obligations when due. As security for the payment and discharge of the Secured Obligations, the Chargor has charged to the Lender, with full title guarantee:

- 1 by way of legal mortgage the Property;
- 2 by way of first fixed charge, all liens, charges, options, agreements, rights and interests over the Property;
- 3 by way of first fixed charge, all rents arising under any leases or tenancies of the Property existing at the date of the Legal Charge or under any future lease or tenancy of the Property and all other income arising from the Property;
- 4 by way of first fixed charge, all benefits in respect of insurance and all claims and refunds of premiums in respect of them and all other contracts existing at the date of the Legal Charge or in the future, or policies of insurance (including life policies) in which the Chargor at the date of the Legal Charge or thereafter has an interest and all monies from time to time payable thereunder;
- 5 by way of floating charge, all of the Chargor's Assets described in paragraphs 1 to 4 above to the extent that these Assets are not effectively charged by way of legal mortgage or fixed charge.

The floating charge shall automatically crystallise and be converted into a fixed charge on the date on which the security constituted by the Legal Charge becomes enforceable.

The Lender may by notice to the Chargor convert the floating charge into a fixed charge as regards any of the Security Assets specified in that notice if the Lender considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

**NEGATIVE COVENANTS**

The Chargor shall not:

- A. create or permit to subsist any Security Interests in or over the Assets without the prior written consent of the Lender;
- B. sell or otherwise dispose of the Security Assets or any legal or equitable interest in the Security Assets without the prior written consent of the Lender;
- C. at any time during the Security Period, reduce or prejudice the value or marketability of the Security Assets in any material way including by entering into any agreement or arrangement with any third party in respect of the Security Assets;
- D. without the prior written consent of the Lender, exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Act, or otherwise:
  - grant (or agree to grant) any licence or consent, (whether expressly or by conduct) or assignment or assignation, parting with or sharing possession or occupation or underletting or changing of the use or making alterations in relation to any lease (other than under and pursuant to the Permitted Existing Leases);
  - allow any person any licence or other right to use, occupy or share possession of all or any part of the Property (other than under and pursuant to the Permitted Existing Leases);
  - grant (or agree to grant) any lease of, or relating to, the Property (other than under and pursuant to the Permitted Existing Leases);
  - accept (or agree to accept) any surrender, cancellation, assignment or assignation, charge or any other disposal, of any lease of, or relating to, the Property; or
  - vary (or agree to vary) the provisions of any lease of, or relating to, the Property.

Please see continuation sheet 2 for the definitions of terms

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

The terms used in this Companies form MG01 have the meanings set out below:

**"Act"** means the Law of Property Act 1925;

**"Assets"** means business, undertaking, property, rents, assets, revenues, rights present and future and any interest therein in relation to the Property;

**"Burnden"** means Burden Leisure Plc (Company Number 335699)

**"Guarantee"** means the guarantee dated 8 November 2002 (as amended by a deed of amendment on 22 September 2003) whereby the Chargor guaranteed to pay on demand to the Lender monies due and owing by Burnden to the Lender under any agreement;

**"Lease"** means, in relation to the Property, the lease pursuant to, and in accordance with, which the Chargor holds the Property;

**"Permitted Existing Leases"** means

- Lease dated 24 May 1999 between the Chargor and Bolton Whites Hotel Limited (as amended by a deed of variation dated 24 June 2003) in relation to the Bolton Whites Hotel
- Lease dated 21 May 2003 between the Chargor and Reebok International Limited (as amended by a deed of variation dated 20 September 2006) in relation to Second Floor, North Stand
- Lease dated 11 May 2009 between the Chargor and Keoghs LLP in relation to Ground Floor, North Stand
- Lease dated 20 August 2009 between the Chargor and Keoghs LLP in relation to First Floor, North Stand

**"Property"** means

- All that leasehold land lying to the south west of Mansell Way, Horwich as registered at the Land Registry under title number GM737515;
- All that freehold land on the north side of Hall Lane, Lostock as registered at the Land Registry under title number MAN98363;
- All that freehold land and building on the east side of Lostock Lane, Lostock, Bolton as registered at the Land Registry under title number MAN98364;

and all fixtures, buildings, erections, equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by the Chargor or any predecessor in title of the Chargor and all Related Rights;

**"Related Rights"** means, in relation to any Security Asset:

- (a) the proceeds of sale of any part of that Security Asset;
- (b) all rights under any licence, agreement for sale, lease or agreement for lease in respect of that Security Asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Security Asset; and
- (d) any moneys and proceeds paid or payable in respect of that Security Asset;

**"Security Assets"** means all Assets the subject of any security created by, or pursuant to, the Legal Charge;

**"Security Interests"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

**"Security Period"** means the period beginning on the date of the Legal Charge and ending on the date on which all the Secured Obligations have been irrevocably and unconditionally paid in full and on which the Lender has no further commitment, obligations or liability to the Chargor.



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 43026  
CHARGE NO. 49

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27  
OCTOBER 2009 AND CREATED BY BOLTON WANDERERS  
FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO MOONSHIFT INVESTMENTS LIMITED ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 11 NOVEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 NOVEMBER  
2009

*Dy. Sel.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES