

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies

For official use

Company number

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

113

43026

Name of company

\* THE BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED

\*insert full name of company

Date of creation of the charge

10 OCTOBER 1997

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

Assignment of Payments (the "Charge")

Amount secured by the mortgage or charge

All monies and liabilities of the Company owed or expressed to be owed to Singer & Friedlander Limited (the "Bank") whether or not originally owed to the Bank and whether or not owed jointly or severally, as principal or surety or in any other capacity (the "Secured Liabilities")

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

Singer & Friedlander Limited

21 New Street, Bishopsgate,

London

Postcode

EC2M 4HR

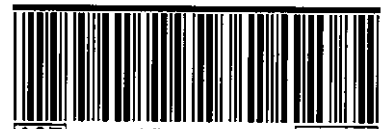
Presenter's name address and reference (if any);

Taylor Joynson Garrett  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX

PWS/SWL

Time critical reference

For official use  
Mortgage Section



A05 \*AQAOM0J3\* 513  
COMPANIES HOUSE 23/10/97

Please see attached schedule

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)

nil

Signed Taylor Joyner Garrett Date 22 October 1997

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.

## SCHEDULE

### **Definitions**

In this schedule the following expressions shall have the following meanings:

**"Assigned Property"** means the Premier League Payments and the Football League Payments;

**"Co-op Security"** means the debenture dated 8 August 1995 made between the Company (1) and The Co-operative Bank plc (2);

**"Encumbrance"** means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

**"Football League"** means, as appropriate, The Football League Limited or the combination of association football clubs comprising the clubs known as The Football League, or any replacement thereof by whatever name;

**"Football League Payments"** means all amounts due or owing to or which may be due or owing to or purchased or otherwise acquired by the Company from the Football League for the 1998/1999 association football season in respect only of the "basic award" payments referred to in Article 104(a) of the Football League Articles of Association arising from or relating to the membership of the Company in the Football League and its agreement to participate in competitions played under the jurisdiction of the Football League and in accordance with the Football League Rules of such competitions;

**"Football League Rules"** means the Articles of Association, regulations and other constitutional documents of the Football League;

**"Premier League"** means, as appropriate, The Football Association Premier League Limited or combination of association football clubs comprising the clubs known as the FA Premier League, or any replacement thereof by whatever name;

**"Premier League Payments"** means all amounts due or owing to or which may be due or owing to or purchased or otherwise acquired by the Company from the Premier League for the 1998/1999 association football season pursuant only to Rule (D)8.1 or, in the case of relegation from the Premier League, Rule (D)11.1 of the Premier League Rules for the 1997/1998 association football season arising from or relating to the provision by the Premier League clubs of rights to the Premier League to enable it to fulfil its agreements for the broadcasting and televising and the recording and/or filming of any association football match involving such clubs;

**"Premier League Rules"** means the constitutional documents of the Premier League;

**"Receiver"** means any receiver appointed over any Assigned Property whether under the Charge or by order of the court on application of the Bank and includes a receiver and manager; and

"**Security Document**" means any document, including the Charge executed by the Company or any third party which grants security rights or by order of the court on application of the Bank and includes a receiver and manager.

## **Security**

In consideration of the Bank making or continuing to make facilities available or otherwise giving credit or granting or continuing other banking services or facilities to the Company, the Company with full title guarantee:

- (a) assigns absolutely to the Bank and in the Bank's favour all its right, title and interest in and to the Premier League Payments; and
- (b) assigns absolutely to the Bank and in the Bank's favour all its right, title and interest in and to the Football League Payments.

## **Note**

The Charge contains the following covenants:

1. The Company will not except with the prior written consent of the Bank:
  - (a) dispose or purport to dispose of any interest in or grant any right over any Assigned Property (other than pursuant to the Co-op Security and the Charge);  
or
  - (b) create, agree to create or allow to remain outstanding any Encumbrance (other than the Co-op Security and the Charge) over any Assigned Property.
2. As and when required by the Bank or any Receiver the Company, at its own cost, will (and will procure that every party other than the Bank to any Security Document will):
  - (1) execute such further legal or other mortgages, charges or transfers in favour of the Bank as the Bank or any Receiver from time to time requires over any Assigned Property to secure the Secured Liabilities such further mortgages, charges or assignments to be prepared at the cost of the Company and to contain a power of sale which arises immediately upon execution, a clause excluding section 93 of the LPA and the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Bank as the Bank may reasonably require;
  - (2) execute and do all such assurances, deeds, documents, acts and things for

perfecting or protecting the charges created by the Charge or any Security Document and for facilitating or effecting any dealing by the Bank or any Receiver under any authorities or powers granted under any Security Document; and

- (3) upon or with a view to assisting in any enforcement of any charge created by the Charge convey, transfer, assign or otherwise deal with any Assigned Property in such manner as the Bank or any Receiver may require.

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 AN ASSIGNMENT OF PAYMENTS DATED THE 10th OCTOBER 1997 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd OCTOBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 1997.

A handwritten signature in cursive script, appearing to read 'A. Hamilton'.

ALEX HAMILTON

for the Registrar of Companies



COMPANIES HOUSE

4555  
24-10-97  
DX