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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

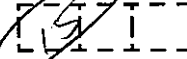
Please complete legibly, preferably in black type, or bold block lettering

* insert full name of company

To the Registrar of Companies

For official use

Company number



43026

Name of company

* THE BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED (the "Company")

Date of creation of the charge

22 September 1998

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

h/b

All monies and liabilities of the Company or Burnden Leisure Plc (Company No. 335699) ("Burnden") 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 EC2M 4HR


Presentor'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	Post room
	
A11 *A1MT39XG* 628 COMPANIES HOUSE 26/09/98	

Short particulars of all the property mortgaged or charged

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 Joywa Gamble.

Date 24 September 1998

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.

SCHEDULE

Definitions

"**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 Chargor from the Football League for the 1999/2000 association football season in respect of the payments referred to in Article 60.2 of the Football League Rules arising from or relating to the membership of the Chargor 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, Regulations and Rules of such competitions;

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

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

"**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 and owing to or purchased or otherwise acquired by the Chargor from the Premier League pursuant only to Rule (C) 11.1 of the Premier League Rules and, in the event of promotion to the Premier League, Rule (C) 8.1 of the Premier League Rules 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 Documents**" means any document, including the Charge executed by the Chargor,

Burden or any third party which grants security rights or rights by way of guarantee or indemnity in respect of the Secured Liabilities.

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 Chargor, the Chargor with full title guarantee:

- (a) assigned 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) assigned 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 Chargor will not except with the prior 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); and
 - (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 Chargor, at its own cost, will (and will procure that every party other than the Bank to any Security Document will):
 - (a) 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 Chargor 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;
 - (b) 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
 - (c) 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.

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**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 22nd SEPTEMBER 1998 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR BURNDEN LEISURE PLC TO SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 1998 .

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

L. HOWELLS.

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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29/9/98