

244 743/13

In accordance with Section 860 of the Companies Act 2006.

# MG01

Particulars of a mortgage or charge



**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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.

WEDNESDAY



\*AAEHVEVJ\*  
A16 11/11/2009 251  
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  
50  
→ **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 d2 d7 m1 m0 y2 y0 y0 y9

## 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 Deed of assignment by way of security between the Chargor and the Lender (as defined below) dated 27 October 2009 (the "Assignment")

## 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 Assignment 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 Assignment 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) (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

Name

Address

Postcode

### 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

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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:</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
Commission allowance or discount	Nil	

<b>8</b>	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	

<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here.</p>	
Signature	<p>Signature</p> <p>X <i>Charles Russell LLP</i> X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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 # 2694454

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 assigned absolutely (subject to the proviso for reassignment on redemption contained within the Assignment) the Premier League Payments and in the Lender's favour all its present and future right, title, interest in and to the Premier League Payments.

To the extent that the Premier League Payments are not validly and effectively assigned to the Lender the Chargor has charged by way of first fixed charge:

- 1 all present and future right, title and interest in and to the Premier League Payments;
- 2 all sums, excluding those which in relation to any player transfer arrangements, which shall from time to time become payable to the Chargor by the Counterparty or otherwise under the FAPL Rules; and
- 3 all rights arising out of, or in connection with, any breach of, or default under, any provision of the FAPL Rules by the Counterparty.

The Chargor charges to the Lender by way of floating charge, all of the Chargor's assets described in the paragraphs above to the extent that the assets are not effectively assigned (whether at law or in equity) to the Lender or effectively charged by way of fixed charge.

The floating charge shall automatically crystallise and be converted into a fixed charge on the date on which the Security 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 without the Lender's prior written consent:

- A. create or permit to subsist any Security Interest in or over the Security Assets (other than a Permitted Security Interest);
- B. dispose or purport to dispose of any interest in or grant any right over the Security Assets;
- C. agree to any variation of either its right to receive the Premier League Payments or the FAPL Rules where such variation could affect the timing or value of Premier League Payments received by the Chargor or have a material adverse effect on this Security;
- D. settle or waive any claim which it may have under, or in connection with, the Premier League Payments or the FAPL Rules.

Please see continuation sheet 2 for definition of terms

# MG01 - continuation page

## Particulars of a mortgage or charge

### 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:

**"Counterparty"** 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 by whatever name;

**"FAPL Rules"** means the constitutional documents of the Counterparty from time to time in force;

**"Permitted Security Interest"** means, in relation to any Security Asset:

- (a) the Security;
- (b) liens or rights of set-off arising in the normal course of trading or by operation of law securing obligations not more than 30 days overdue;
- (c) any banker's lien or right of set-off pursuant to a bank's standard account opening documentation;
- (d) any rights by way of reservation of title which are required by the supplier of any property to the Chargor in the normal course of such supplier's business;
- (e) Debenture dated 8 November 2002 whereby the Chargor charged all of its undertaking and assets as a continuing security for the discharge of all of its liabilities to the Lender under a guarantee dated 8 November 2002 in respect of Burnden Leisure Plc's obligations under the 2002 Indemnity Agreement (as defined therein);
- (f) Deed of Amendment dated 22 September 2003 in relation to the Debenture dated 8 November 2002 whereby the Chargor charged all of its undertaking and assets as a continuing security for the discharge of all of its liabilities to the Lender;
- (g) Legal charge dated 9 July 2001 granted by the Chargor in respect of the freehold property known as land and buildings on the north side of Euxton Lane, Chorley and registered at Land Registry with title number GM789078;
- (h) Legal charge dated 16 February 2006 granted by the Chargor in respect of the freehold property known as land and buildings on the north side of Euxton Lane, Chorley and registered at Land Registry with title number GM789078;
- (i) Legal charge dated on or around the date hereof granted by the Chargor in respect of the leasehold property known as leasehold land lying to the south west of Mansell Way, Horwich with registered title number GM737515 and the properties known as the freehold land on the north side of Hall Lane, Lostock with registered title number MAN98363 and the freehold land and building on the east side of Lostock Lane, Lostock, Bolton with registered title number MAN98364

Please see continuation sheet 3 for definition of terms continued

## MG01 - continuation page

Particulars of a mortgage or charge

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

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

Short particulars

**"Premier League Payments"** means the amounts (including VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired by the Chargor from the Counterparty at the date of the Assignment or in the future in relation to Rules C.33 to C44 inclusive of the FAPL Rules as may be amended from time to time. For the avoidance of doubt this shall not include any payments in relation to any player transfer arrangements as detailed in Rule L of the FAPL Rules as may be amended from time to time;

**"Security"** means any security created by, or pursuant to, the Assignment;

**"Security Assets"** means all assets the subject of any assignment or of any security created by, or pursuant to, the Assignment; and

**"Security Interest"** 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 other security interest securing any obligation of any person or any other type of agreement or arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect.



**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. 50**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT 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 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. S. O.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES