

# MG01

## Particulars of a mortgage or charge

416090 e13



**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  
use form MG01s

SATURDAY



A15 \*A1F2LJTP\* 345  
08/05/2010  
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 Company")							

1511  
→ **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	d	2	d	7	m	0	m	4	y	2	y	0	y	1	y	0
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### 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	Debenture ("the Debenture")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(1) All the Company's obligations and liabilities to the Lender of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another and whether the Lender shall have been an original party to the relevant transaction or not).</p> <p>(2) The Expenses</p> <p>(3) Interest on the obligations and liabilities to the Lender covenanted to be discharged and/or paid by the Company as described under paragraphs (1) and (2) above from the date on which the Company has agreed to pay interest on them or, if there is no such agreement, from the date on which they become due,</p> <p>(together "the Obligations")</p> <p>NB all definitions are given on the continuation sheet</p>

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	BARCLAYS BANK PLC ("the Lender")	
Address	1 CHURCHILL PLACE, LONDON	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The Company with full title guarantee -</p> <p>(1) charges to the Lender by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,</p> <p>(2) charges to the Lender by way of fixed charge all estates and interests in any other freehold and leasehold property now and in the future vested in or charged to the Company,</p> <p>(3) assigns to the Lender the benefit of all covenants, rights, claims and guarantees relating to the Company's present and future freehold and leasehold property or that property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption,</p> <p>(4) charges to the Lender by way of fixed charge all rights and interests in and claims under all policies of insurance and assurance now or in the future held, to be held or insuring to the Company's benefit and all rights and claims to which the Company is now or may in the future be entitled under any contracts,</p> <p>(5) charges to the Lender by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company and assigns to the Lender all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,</p> <p>(6) charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Company present and future,</p> <p>(7) charges to the Lender by way of fixed charge all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system)</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <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> 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	
<b>8</b>	<b>Delivery of instrument</b>  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).	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  <i>X Nicholson Dees LLP</i> 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 Nicola Nutley (BAR/1/402)

Company name Dickinson Dees LLP

Address St Ann's Wharf, 112 Quayside,

Post town Newcastle upon Tyne

County/Region Tyne and Wear

Postcode 

N	E	1	3	D	X
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Country

DX 61191 Newcastle upon Tyne

Telephone 0191 279 9000

### 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)**

# MG01 - continuation page

Particulars of a mortgage or charge

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## Amount secured

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

Amount secured

In this Form MG01 the following words and expressions shall have the following meanings -

"Administrator" an administrator appointed under the Insolvency Act 1986.

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority

"Expenses" (a) all expenses (on a full indemnity basis) incurred by an Administrator of the Company in carrying out his statutory functions and that Administrator's remuneration and (b) all reasonable expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Lender or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing the Debenture or in exercising any right or power under the Debenture or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred

"Interest" interest at the rate or rates agreed between the Lender and the Company.

"Lease" any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation

"Receiver" any person appointed as receiver, administrative receiver, manager or receiver and manager.

"VAT" value added tax or any other tax on added value or on turnover for the time being in force

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

Please give the short particulars of the property mortgaged or charged

Short particulars

now and in the future belonging to the Company,

(8) charges to the Lender by way of fixed charge all intellectual property rights now and in the future belonging to the Company,

(9) charges to the Lender by way of fixed charge all book and other debts now and in the future owing to the Company and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (except as charged by the provision described in paragraph (4) above,

(10) charges to the Lender by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with the Lender, any bank or any other person and all rights relating to or attaching to them,

(11) charges to the Lender by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Company including any such instruments which at any time have been deposited with the Lender (whether or not endorsed to the Lender), and

(12) charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture,

(together "the Charged Property")

NB The Debenture contains a restriction to the effect that the Company will not without the Lender's prior written consent -

(1) save for any Encumbrance previously existing at the date of the Debenture, create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property,

(2) dispose of the Charged Property charged by the provisions described in paragraphs (1) - (8) above inclusive and paragraphs (1) and (11) above or, following crystallisation of the floating charge created by paragraph (12) above, the Charged Property charged as described in paragraph (12) above,

(3) dispose of the Company's book and other debts or credit balances including realising its book and other debts by means of discounting, factoring or similar arrangement,

(4) compromise, compound, vary, discharge, postpone or release any of its book or other debts or waive its rights of action in connection with any such debts,

(5) nominate another person to enjoy or exercise any specified rights of the Company as member of another company or nominate another person to enjoy information rights (as that expression is defined in section 146 of the Companies Act 2006) in respect of any shares or securities charged under the Debenture,

(6) dispose of the Charged Property charged as described in paragraph (12) above other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised, or

(7) grant or accept a surrender of any Lease, or part with or share possession or occupation of, its freehold and leasehold property or any part of it nor vary any Lease or reduce any sum payable under any such Lease nor enter into any onerous or restrictive obligations affecting its freehold and leasehold property or any part of it



**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. 51

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 APRIL 2010  
AND CREATED BY BOLTON WANDERERS FOOTBALL &  
ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
BARCLAYS BANK PLC 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 8 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2010

