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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

141378/104

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

141378/104

00043026

Name of company

* THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED (THE "MORTGAGOR")

Date of creation of the charge

31 AUGUST 2007

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

LEGAL CHARGE (THE "LEGAL CHARGE")

Amount secured by the mortgage or charge

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

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

ALLIANCE AND LEICESTER PLC, CARLTON PARK, NARBOROUGH, LEICESTER, LE19 0AL AND WHOSE ADDRESS FOR SERVICE IS AT COMMERCIAL LENDING DEPARTMENT, 6 SOUTH ADMIN, BRIDLE ROAD, BOOTLE, MERSEYSIDE (THE "BANK")
Postcode L30 4GB

Presentor's name address and reference (if any)

Eversheds LLP
Eversheds House, 70 Great Bridgewater Street,
Manchester
M1 5ES

MAN_002/1412916/1/JONESLR

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



A02 05/09/2007 520
COMPANIES HOUSE

CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

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)

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed Eversheds LLP

Date 04.09.07

On behalf of ~~XXXXXX~~ [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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX ONE

THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED **(COMPANY NUMBER 00043026)**

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The amount secured by the Legal Charge is all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Mortgagor to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Mortgagor's other liabilities whatever to the Bank including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the Bank (as well after as before judgement and the right to such interest shall not merge in any judgement)

(the "**Secured Liabilities**").

DEFINITIONS:

"Charged Property" means the property described in the Schedule hereto and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which the Bank or any Receiver may charge or incur in relation to the Mortgagor or the Legal Charge and the preparation, negotiation and creation of the Legal Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, the Legal Charge, in each case on a full indemnity basis

"Insurance" means all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Mortgagor or (to the extent of such interest) in which the Mortgagor has an interest

"Receiver" means an administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under the Legal Charge or pursuant to any statute or otherwise

APPENDIX TWO

THE BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED **(COMPANY NUMBER 00043026)**

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1. Pursuant to the terms of the Legal Charge the Mortgagor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank:
 - 1 1 by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of the Mortgagor in the Charged Property:
 - 1 2 by way of fixed charge
 - 1.2.1 all benefits, claims and returns of premiums in respect of any Insurance; and
 - 1.2.2 in so far as the legal mortgage set out in clause 3 1.1 of the Legal Charge (described at paragraph 1 1 above) or the assignments as set out in clause 3.2 of the Legal Charge (Assignment) (described at paragraph 2 below) are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Mortgagor referred to in those clauses
- 2 Pursuant to the terms of the Legal Charge the Mortgagor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank by way of first priority assignment all of its right, title, estate and other interests in and to -
 - 2.1 the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons,
 - 2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons;
 - 2 3 the benefit of all Agreements for Lease, or the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or in respect of any Agreement for Lease; and
 - 2.4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property

NOTE:

- 1 The Mortgagor shall not without the prior written consent of the Bank

- 1 1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof;
- 1 2 sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing,
- 1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Mortgagor by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing, or
- 1 4 part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing

DEFINITIONS:

The definitions applicable to Appendix One are also applicable to this Appendix Two

"Agreements for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)

"Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

"Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property

SCHEDULE

Property

All that freehold property known as land and buildings
on the north side of Euxton Lane, Chorley

Title Number

LA789078

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 A LEGAL CHARGE DATED THE 31st AUGUST 2007 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIANCE AND LEICESTER PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'R. G.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES