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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

47

43026

Name of company

* The Bolton Wanderers Football & Athletic Company Limited (the "Assignor")

Date of creation of the charge

5 October 2007

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

Deed of Assignment made between the Assignor (1) and the Bank (2) (the "Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Kaupthing Singer & Friedlander Limited
One Hanover Street, London
(the "Bank")

Postcode W1S 1AX

Presentor's name address and reference (if any)

Taylor Wessing LLP
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Ref SWL/AGS

Time critical reference
SFL-4-100/Deed Bolton

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A20 19/10/2007 710
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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 Wessing LLP

Date 18/10/07

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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**

Definitions

In the schedules below "**Encumbrance**" and "**Permitted Encumbrance**" have the same meanings as in the Facility Letter and

"**Assigned Property**" means all property assigned by the Deed,

"**Borrower**" means Burnden Leisure plc (company number 335699),

"**Facility Letter**" means a facility letter dated 4 October 2007 from the Bank to the Borrower and the Assignor (as guarantor) accepted by the Borrower and by the Assignor on 5 October 2007,

"**FAPL**" 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,

"**FAPL Rules**" means the constitutional documents of the FAPL from time to time in force, and

"**Premier League Payments**" means all amounts (including VAT) due or owing to or which may be due or owing to or purchased or otherwise acquired by the Assignor from the FAPL for the 2008/2009 and 2009/2010 association football seasons in relation only to the Basic Award Fund pursuant to Rule C 35 1 of the FAPL Rules arising from or relating to the provision by the FAPL clubs of rights to the FAPL 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

Schedule 1

Amount secured by the mortgage or charge

All monies and liabilities of the Assignor or the Borrower owed or expressed to be owed to 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

Schedule 2

Short particulars of the property mortgaged or charged

1 Assignment

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 Borrower, the Assignor with full title guarantee assigned absolutely to the Bank and in the Bank's favour all its right, title and interest in and to the Premier League Payments

2. Negative Covenants

The Assignor will not, except with the prior written consent of the Bank

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- (a) dispose or purport to dispose of any interest in or grant any right over any Assigned Property, or
- (b) create, agree to create or allow to remain outstanding any Encumbrance (other than a Permitted Encumbrance) over any Assigned Property

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 DEED OF ASSIGNMENT DATED THE 5th OCTOBER 2007 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR THE BORROWER TO KAUPTHING SINGER & FRIEDLANDER LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 2007

A handwritten signature in black ink, appearing to be 'RJR'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES