

# M

CHFP025

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bold block lettering

\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 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

10

43026

Name of company

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

Date of creation of the charge

22 September 1999

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

Security Deed (the "Deed")

Amount secured by the mortgage or charge

4  
All present and future liabilities and obligations of the Company to the Lender and any Receiver whether actual, contingent, sole, joint and/or several or otherwise other than any liability or obligation which, if it were so included, would result in the Deed contravening section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

The Co-operative Bank p.l.c.  
P O Box 101, 1 Balloon Street, Manchester (the "Lender")

Postcode M60 4EP

Presentor's name address and  
reference (if any):

Halliwell Landau  
St James's Court, Brown  
Street, Manchester, , M2  
2JF

CAS.BOL-EMER

Time critical reference

For official Use  
Mortgage Section



083222 RBS #10.

# 395



Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee, as security for the payment and discharge of all the Secured Liabilities:

(a) assigns by way of security to the Lender all its rights, title, benefit and interest in and to all claims, rights, payments and remedies to which the Company is now and may hereafter become entitled under, pursuant to or in respect of the Sale Agreement which shall include, for the avoidance of doubt, the right to receive the payments referred to in the Recital to the Sale Agreement;

(b) charges in favour of the Lender by way of fixed charge the benefit of all present and future licences, permits, consents and authorisations (statutory or otherwise) held in connection with the use or exploitation of the Security Assets and the right to recover and receive all compensation which may at any time be payable to it in respect thereof.

**NEGATIVE PLEDGE**

The Company shall not without the prior written consent of the Lender:

(a) create or permit to subsist any Encumbrance over all or any part of the

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Halliwel Law

Date 29 September 1999

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

43026

Name of Company

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

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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bold block lettering

Security Assets or any interest therein;

(b) whether in a single transaction or in a number of transactions (related or not), sell, assign, transfer, lease, lend, otherwise dispose of or grant any option over all or any part of the Security Assets or any interest therein.

#### DEFINITIONS

In this Form 395:-

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

"Receiver" means a receiver and manager or a receiver, being in any case appointed under the Deed;

"Security Assets" means all those assets which are the subject of any security created by the Deed; and

"Sale Agreement" means the sale agreement dated 10 September 1999 made between the Company and Orbit Investments (Properties) Limited.

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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 A SECURITY DEED DATED THE 22nd SEPTEMBER 1999 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th SEPTEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th OCTOBER 1999.

*P  
CTH*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E