

# M

## 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

[ 215 ]

43026

Name of company

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

Date of creation of the charge

3 SEPTEMBER 2002

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

SECURITY DEED

Amount secured by the mortgage or charge

All present and future indebtedness, liabilities and obligations of the Assignor to the Bank and any receiver whether actual, contingent, sole or joint and/or several or in any other capacity whatsoever.

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

THE CO-OPERATIVE BANK p.l.c. (the "Bank")  
P O Box 101, 1 Balloon Street, Manchester

Postcode M60 4EP

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

Halliwel Landau  
St James's Court,  
Brown Street,  
Manchester

SRH-BOLT.395

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

All of the Assignor's right, title, benefit and interest in and to the following (the "Assigned Assets"):

(i) all the right, title, benefit and interest of the Assignor whatsoever (whether present or future, proprietary, contractual or otherwise) arising out of, in, to or under an agreement for lease dated on or around the date of this deed and made between the Assignor and Reebok International Limited relating to second floor, North Stand, Reebok Stadium, Burnden Way, Bolton and a building contract made between the Assignor and Birse plc (the "Assigned Contracts") and any deeds, instruments, agreements and other documents to be entered into by the Assignor pursuant to or in connection with the Assigned Contracts (together the "Relevant Contracts"), including (without limitation) all claims for damages or other remedies in respect of any breach of the Relevant Contracts, all monies whatsoever which are now or may at any time hereafter be or become due or owing to the Assignor under or arising out of the Relevant Contracts or in connection with the rights of the Assignor evidenced thereby (including, without limitation, the proceeds of any insurance from time to time maintained pursuant to the Relevant Contracts) and all rights and remedies for enforcing the Relevant Contracts in the name of the Assignor or otherwise; and

Please do not write in this margin

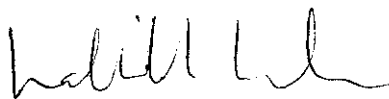
Please complete legibly, preferably in black type, or bold block lettering

45

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

4 September 2002

On behalf of [XXXXXX] [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 CF14 3UZ

CHFP025

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

Please do not  
write in this  
binding margin

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

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

Company Number

43026

Name of Company

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

Limited\*

\* delete if  
inappropriate

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

(ii) all present and future right, title, benefit and interest of the Assignor arising out of, in, to or under all collateral warranties, bonds, guarantees, other obligatory instruments, warranties, indemnities, mortgages, charges and other security of whatsoever nature (together, "Collateral Security") now or hereafter held by the Assignor in respect of all or any of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing any such collateral warranties, bonds, guarantees, indemnities, warranties, other obligatory instruments, mortgages, charges and other security (or any of them) in the name of the Assignor or otherwise.

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

#### RESTRICTIONS

The Assignor shall not without the prior consent of the Bank:

(a) create or permit to subsist any mortgage, charge, standard security, assignment, assignation, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any flawed asset arrangement, preferential right, retention of title, trust agreement, declaration of trust, trust arising by operation of law, or any option or agreement for any of the same or any arrangement which has substantially the same effect as the creation of security, over all or any part of the Assigned Assets or any interest therein (other than the deed);

(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 Assigned Assets or any interest therein.

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 SECURITY DEED DATED THE 3rd SEPTEMBER 2002 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 2002 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —