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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

112451/40
[1219]

43026

Name of company

* BOLTON WANDERERS FOOTBALL AND ATHLETIC COMPANY LIMITED (THE)

Date of creation of the charge

20th December 2002

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

Debenture

Amount secured by the mortgage or charge

All monies, indebtedness and other liabilities present or future, actual or contingent due owing or incurred:

(a) by the Company to Nightbird Investments Limited ("Nightbird") pursuant to a guarantee dated 20th December 2002 between the Company and Nightbird or under any other agreement whatsoever; and

(b) by the Company to Nightbird solely or jointly with any other person and whether as principal or surety under or in connection with the Debenture;

together with interest, costs, charges and expenses owed to, or incurred directly or indirectly by, Nightbird in relation to any of the matters mentioned above including (without limitation) costs and expenses incurred in respect of action taken by Nightbird with respect to a stranger to the security or which by the provisions of the Debenture are to be secured or in relation to the enforcement of the security on a full and unlimited indemnity basis;

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

Nightbird Investments Limited
Romasco Place, Wickhams Cay 1
PO Box 3140, Road Town, Tortola, British Virgin Islands

Postcode

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

Charles Russell
8-10 New Fetter Lane
London
EC4A 1RS

Ref: PAG/59078/1 (908502.01)

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0377
07/01/03

CHFP025

Please do not write in this margin

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

*insert full name of Company

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legibly, preferably
in black type, or
bold block
lettering

1.1 The Company charges with full title guarantee to Nightbird:-

1.1.1 by way of legal mortgage the property described in the First Schedule of the Debenture and all other freehold and leasehold property of the Company both present and future and all buildings fixtures and fittings (including trade fixtures and fittings), and fixed plant and machinery of the Company both present and future from time to time on any such property together with the benefit of all existing and future Occupational Leases (as defined in the Debenture) (including (but without thereby constituting Nightbird a mortgagee in possession) all rents and profits from such Occupational Leases);

1.1.2 by way of fixed charge all other plant, machinery and all vehicles, computers, office and other equipment and furniture of the Company both present and future;

1.1.3 by way of fixed charge all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and other debts revenues and claims including (but not limited to) any negotiable or non-negotiable instrument guarantees indemnities debentures legal and equitable charges and other security reservations or priority rights rights of tracing liens and all other rights and remedies of any nature in respect of

Particulars as to commission allowance or discount (note 3)

Signed Charles Russell

Date 6th January 2003

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

➤ Please do not
write in this
binding margin

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

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

- 1.1.4 by way of fixed charge the benefit of all contracts, agreements, insurance policies and contracts of insurance, rights, securities, covenants, guarantees, bonds and indemnities of any nature at the date of the Debenture or at any time enjoyed or held by the Company and relating to the Mortgaged Property (as defined in the Debenture) (including but without limitation all insurance policies and contracts of insurance and any agreements entered into between the Company and any contractor relating to the design, construction or development of or of any part of the Mortgaged Property or any buildings thereon);
- 1.1.5 by way of fixed charge the uncalled capital and goodwill and all patents, trade marks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;
- 1.1.6 by way of fixed charge all stocks, shares and securities which are at the date of the Debenture or may at any time thereafter be registered in the name of or beneficially owned by the Company or its nominees which charge shall include all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property or other advantages accruing or offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof;
- 1.1.7 by way of floating charge all other undertaking and assets of the Company both present and future including any property assets and undertaking of the Company not effectively charged by way of legal mortgage assignment or fixed charge pursuant to sub-clauses 3.1.1. to 3.1.6 of the Debenture.

The Company covenants that it will not without the prior consent in writing of Nightbird: -

- (a) sell, assign, transfer or otherwise dispose of all or any part of the Charged Assets (as defined in the Debenture) or any interest therein whether by a single transaction or a number of transactions whether related or not save for sales of assets comprised in the floating charge created under sub-clause 3.1.7 of the Debenture in the ordinary course of business on arm's length commercial terms; and
- (b) except for charges in favour of Nightbird created under this Debenture create or attempt to create or permit to subsist any Security Interest (as defined in the Debenture) on or over all or any of the Charged Assets.

THE FIRST SCHEDULE OF THE DEBENTURE

All that leasehold property being part of the stadium complex at Red Moss, Horwich, Bolton as registered at H M Land Registry with title number GM737515.

All that freehold property known as The Sport and Social Club, Euxton Lane, Euxton, Chorley as registered at H M Land Registry with 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 DEBENTURE DATED THE 20th DECEMBER 2002 AND CREATED BY BOLTON WANDERERS FOOTBALL & ATHLETIC COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NIGHTBIRD INVESTMENTS LIMITED 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 7th JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —