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CHFP025

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Please complete
legibly, preferably
in black type, or
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

23 18

43026 43026

Name of company

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

Date of creation of the charge

31 May 2000

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

Assignment of Sponsorship Agreement (the "Assignment") between the
Company and The Co-operative Bank p.l.c. (the "Creditor")

Amount secured by the mortgage or charge

6. All present and future liabilities and obligations of the Company to the
Creditor and any Receiver, whether actual, contingent, sole, joint
and/or several or in any other capacity whatsoever except for any
liability or obligation which, if it were so included, would result in
the Assignment 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

Postcode M60 4EP

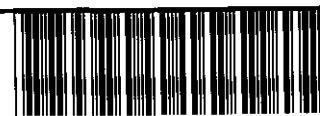
Presentor's name address and
reference (if any):

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

BOLT-395.LFD

Time critical reference

For official Use
Mortgage Section



PMO
COMPANIES HOUSE

1217
2 16/00

COMPANIES HOUSE
JMA
COMPANIES HOUSE

08/08/00
0549
02/08/00

Non Paid 200 00 2/6

Short particulars of all the property mortgaged or charged

The Company with full title guarantee, as security for the payment and discharge of all the Secured Liabilities assigns in favour of the Creditor all its right, title and interest in and to the Assigned Assets.

NEGATIVE PLEDGE

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

(a) create or permit to subsist any Encumbrance over all or any part of the Assigned Assets or any interest therein (other than the Assignment);

(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.

DEFINITIONS

"Assigned Assets" means all the right, title, benefit and interest of the Company whatsoever whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under the Reebok Agreement including

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Halliwel London

Date

1 June 2000

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

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

Please do not write in this margin

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

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

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binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

Please complete
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bold block lettering

Company Number *Halifax*

~~42035~~ 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)

**Please complete
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bold block lettering**

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

Please complete
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(but without prejudice to the generality of the foregoing) all claims for damages or other remedies in respect of any breach of the Reebok Agreement, all monies whatsoever which are now or may at any time hereafter be or become due or owing to the Company under or arising out of the Reebok Agreement (including those monies referred to in Clause 3 of the Reebok Agreement) or in connection with the rights of the Company evidenced thereby (including the proceeds of any insurances from time to time maintained pursuant to the Reebok Agreement) and all rights and remedies for enforcing the Reebok Agreement in the name of the Company or otherwise and all present and future right, title, benefit and interest in all guarantees, indemnities, mortgages, charges and other security of whatsoever nature now or hereafter held by the Company 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 guarantees, indemnities, mortgages, charges and other security (or any of them) in the name of the Company or otherwise;

"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 Assignment;

"Reebok Agreement" means the sponsorship agreement dated 18 April 1997 made between the Company and Reebok International Limited.

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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 AN ASSIGNMENT OF SPONSORSHIP AGREEMENT DATED THE 31st MAY 2000 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 p.l.c. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JUNE 2000.

R. J. P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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