



Registration of a Charge

Company name: **FVWL FOOTBALL LIMITED**

Company number: **12090433**



X96AP7AG

Received for Electronic Filing: **01/06/2020**

Details of Charge

Date of creation: **26/05/2020**

Charge code: **1209 0433 0006**

Persons entitled: **BWFC2019 LIMITED (IN LIQUIDATION ACTING BY ITS LIQUIDATOR),
COMPANY NUMBER 00043026**

Brief description: **ALL THE PROPERTIES COMPRISED IN THE FOLLOWING TITLES AT
THE LAND REGISTRY: 1. MAN98363 – LAND ON THE NORTH SIDE OF
HALL LANE, LOSTOCK; 2. MAN98364 – LAND AND BUILDING ON THE
EAST SIDE OF LOSTOCK LANE, LOSTOCK, BOLTON; 3. GM737515 -
UNIVERSITY OF BOLTON STADIUM (FORMERLY KNOWN AS REEBOK
STADIUM), BURNDEN WAY, HORWICH, BOLTON (BL6 6JW)**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAUL NICHOLLS, BRABNERS LLP AND STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12090433

Charge code: 1209 0433 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2020 and created by FVWL FOOTBALL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2020 .

Given at Companies House, Cardiff on 2nd June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Supplemental Legal Mortgage

Dated

26 May

2020

- (1) FVWL Football Limited**
- (2) BWFC2019 Limited (in liquidation) (acting by its liquidator)**
- (3) Paul Appleton**

Legal Mortgage

This deed is dated 26 May 2020 between:

- (1) **FVWL Football Limited** (a company incorporated and registered in England and Wales with company number 12090433) whose registered office is at University of Bolton Stadium, Burnden Way, Horwich, Bolton BL6 6JW (the "**Buyer**");
- (1) **BWFC2019 Limited (in liquidation) (acting by its liquidator)** (a company incorporated and registered in England and Wales under company number 00043026) whose registered office is at 26-28 Bedford Row, London WC1R 4HE (the "**Seller**") acting by its Liquidator; and
- (2) **Paul Appleton** of David Rubin & Partners LLP, 26-28 Bedford Row, London WC1R 4HE (the "**Liquidator**")

This deed witnesses as follows:

1 Definitions and interpretation

This legal mortgage is intended to be a deed between the parties to it and is referred to here as "**this Mortgage**". Words and expressions defined in the debenture dated 28 August 2019 between the Buyer, the Seller and Paul Appleton and Asher Miller (the "**Administrators**") (the "**Debenture**") have the same meanings in this Mortgage unless they are expressly defined in it.

This Mortgage takes effect as a deed even if it is signed under hand on behalf of the Seller.

2 Incorporation of provisions into each Mortgage

Clause 2 (The Agreement to pay the Debt), Clause 5 (Restrictions on the Buyer), and Clauses 7 (Buyer's Obligations to the Seller to Clause 28 (Buyer's compliance with Memorandum and Articles of Association) are deemed to form part of this Mortgage as if expressly incorporated into this Mortgage and as if references in those Clauses to (a) the "Debenture" or "this Deed" were references to this Mortgage, and (b) the charged property were references to the assets of the Buyer from time to time charged, or assigned (whether at law, or in equity) in favour of the Seller by or pursuant to this Mortgage.

3 Nature of security created

All of the Security created under this Mortgage is created:

- 3.1 in favour of the Seller;
- 3.2 as a continuing security to secure the payment and discharge of all of the Debt;
- 3.3 except in the case of assets which are the subject of a legal mortgage under this Deed, over all present and future assets of the kind described which are

owned by the Buyer and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them; and

- 3.4 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4 Fixed security

The Buyer:

- 4.1 charges to the Seller by way of first legal mortgage its Real Properties including those listed in the Schedule, (*Real Properties charged by way of legal mortgage*); and
- 4.2 charges, to the Seller to the extent not subject to the charge by way of legal mortgage in Clause 4.1, by way of first fixed charge its Real Property which it has now or which it owns and which it may subsequently acquire.

5 Land Registry Restriction

In respect of any part of, or interest in, the fixed charged property title to which is or becomes registered at the Land Registry, the Buyer applies to the Chief Land Registrar to enter the following restriction on the Proprietorship Register of the title of all such property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of BWFC2019 Limited (in liquidation) or their conveyancer."

6 Negative pledge

The Buyer shall not, except with the prior written consent of the Seller, create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, trust, pledge or other security other than this Mortgage, the Debenture, any legal charge pursuant to clause 17 of the Debenture, or as permitted by the Deed of Priority.

7 Execution by the Liquidator

- 7.1 Notwithstanding that the Liquidator is a party to this Mortgage and has signed this Mortgage on behalf of the Seller, the Liquidator is acting as agent for the Seller and it is declared and agreed that neither the Liquidator, its firm, nor any person acting on their behalf shall incur any personal liability whatsoever or howsoever arising and whether formulated in contract or tort or by reference to any other right or remedy under or in connection with this Mortgage or any agreement, transaction, instrument or assurance in connection with this Mortgage.
- 7.2 The Parties further acknowledge and agree that the Liquidator is a party to this Mortgage in its personal capacity only for the purpose of receiving the benefit of certain covenants and indemnities in its favour and for the benefit of certain exclusions, limitations, undertakings, covenants and indemnities

In its favour, in or under the provisions of this Mortgage and the documents referred to herein.

- 7.3 Without prejudice to clause 7.2, the Liquidator shall not be liable on any deed or document executed with a view to, or for the purpose of, giving effect to this Mortgage whether or not that deed or document so provided in its terms.

8 Governing law

This Mortgage and any non-contractual obligations arising out of or in connection with it are governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage.

Schedule**Real Property charged by way of legal mortgage****Registered Titles**

All the properties comprised in the following titles at the Land Registry:

1. MAN98363 – Land on the north side of Hall Lane, Lostock;
2. MAN98364 – Land and building on the east side of Lostock Lane, Lostock, Bolton;
3. GM737515 - University of Bolton Stadium (formerly known as Reebok Stadium),
Burnden Way, Horwich, Bolton (BL6 6JW)

Unregistered Titles and Interests

None

EXECUTION PAGE TO LEGAL MORTGAGE

Executed as a deed by **FVWL
Football Limited** acting by a director
in the presence of:

Signature redacted

Director

signature of witness Signature redacted

signature

SHARON BRITTAN

print name

name

Shirley Martellam

print name of witness

address

Address redacted

Executed as a deed by
BWFC2019 Limited
(In liquidation) acting by
Paul Appleton
Its joint liquidator as its agent (without incurring personal liability)
under the powers conferred on him by
Schedule 4 to the Insolvency Act 1986
in the presence of:

Witness name:

Signature:

Name:

Address:

Occupation: