



Registration of a Charge

Company name: **FVWL FOOTBALL LIMITED**

Company number: **12090433**



X96DC2MQ

Received for Electronic Filing: **02/06/2020**

Details of Charge

Date of creation: **29/05/2020**

Charge code: **1209 0433 0007**

Persons entitled: **FILDRAW LIMITED**

Brief description: **REEBOK STADIUM, BURNDEN WAY, HORWICH, BOLTON, BL6 6JW
(TITLE NUMBER: GM737515)**

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: **I 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12090433

Charge code: 1209 0433 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th May 2020 and created by FVWL FOOTBALL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2020 .

Given at Companies House, Cardiff on 3rd 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**




**Charles Russell
Speechlys**

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, this copy is a correct copy of the electronic original instrument.

Signed: *Charles Russell Speechlys LLP*

Date: 1 June 2020

EXECUTION VERSION

DATED 29 May 2020 

(1) **FVWL FOOTBALL LIMITED**

(as Chargor)

And

(2) **FILDRAW LIMITED**

(as Beneficiary)

LEGAL MORTGAGE

In relation to the Reebok Stadium, Burnden Way,
Horwich, Bolton BL6 6JW

THIS DEED is dated 29 May 2020 between:

- (1) **FWWL FOOTBALL LIMITED** incorporated and registered in England and Wales with company number 12090433 whose registered office is at 180 Great Portland Street, London W1W 5QZ (the "**Chargor**"); and
- (2) **FILDRAW LIMITED** a company incorporated in the British Virgin Islands whose registered office is at P.O. Box 3140, Wickhams Cay 1, Road Town, Tortola VG1110, British Virgin Islands, with company number 1552697 (the "**Beneficiary**").

BACKGROUND

The Chargor enters into this Deed in connection with the Settlement Agreement (as defined below).

IT IS AGREED as follows:

1 DEFINITIONS

In this Deed:

Debenture	means the debenture dated 28 August 2019 granted by the Chargor in favour of the Beneficiary;
Settlement Agreement	means the agreement dated 28 August 2019 between, amongst others, the Chargor and the Beneficiary;
Mortgaged Property	means any freehold, leasehold or immovable property specified in Schedule 1 (<i>Mortgaged Property</i>).

2 CONSTRUCTION

- 2.1 Unless defined in this Deed, a term defined in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.
- 2.2 The provisions of clauses 2.2.1 to 2.2.13 (inclusive), clauses 2.3 to 2.9 (inclusive), clauses 2.11 to 2.13, clauses 5 and 6, and clauses 17 to 43 (inclusive) of the Debenture are incorporated into this Deed as if set out in this Deed in full (with the necessary modifications) except that references in those clauses to the Debenture shall be construed as references to this Deed and all references in those clauses to Security Assets shall be construed as references to the Mortgaged Property.

3 UNDERTAKING TO PAY

The Chargor covenants with the Beneficiary, on demand, to pay, discharge and satisfy all the Secured Liabilities when due and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

4 SECURITY

4.1 All Security created under this Deed:

- 4.1.1 is created in favour of the Beneficiary;
- 4.1.2 is a continuing security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such Security to be unlawful or prohibited by any applicable law; and
- 4.1.3 is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.2 Subject to Clause 32 (*Release of Security*) of the Debenture, the Security constituted by this Deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any settlement of account, intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

4.3 The Chargor charges by way of first legal mortgage all estates and interests in each Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use any of the Mortgaged Property.

5 APPLICATION TO THE LAND REGISTRY

The Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Real Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Fildraw Limited referred to in the charges register or their conveyancer".

6 MISCELLANEOUS

6.1 Third party rights

- 6.1.1 Other than the Secured Parties a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- 6.1.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 6.1.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 6.1.2 above and the provisions of the Third Parties Act.

6.2 Finance Document

This Deed is designated as a Finance Document.

7 COUNTERPARTS

This Deed may be executed in a number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

8 GOVERNING LAW AND JURISDICTION

8.1 Governing law

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

8.2 Jurisdiction of English courts

8.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

8.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

8.2.3 Notwithstanding Clause 8.2.1 above, the Beneficiary shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiary may take concurrent proceedings in any number of jurisdictions.

THIS DEED IS EXECUTED AS A DEED BY THE CHARGOR AND IS SIGNED FOR AND ON BEHALF OF THE BENEFICIARY AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF THIS DEED.

EXECUTION PAGES TO THE LEGAL MORTGAGE

CHARGOR

EXECUTED AS A DEED by FVWL)
FOOTBALL LIMITED by MICHAEL SMART
and JAMES)

Director

~~Director/Secretary~~

WITNESS
WITNESS NAME: ✓ JONATHAN SHORROCK
ADDRESS: [REDACTED]
OCCUPATION: [REDACTED]

Addresses for notices

Address for Notices: 180 Great Portland Street, London, England W1W 5QZ

Fax No:

Attention of: The Directors

BENEFICIARY

EXECUTED AS A DEED by **FILDRAW)**
LIMITED, a company incorporated in the)
British Virgin Islands, acting by Keith Spengler)
and Conyers Director (BVI) Limited who, in)
accordance with the laws of that territory, are)
acting under the authority of the company)

Conyers Director (BVI) Limited is)
incorporated in the British Virgin Islands and)
is acting by Craig MacIntyre who, in)
accordance with the laws of that territory, is)
acting under the authority of Conyers)
Director (BVI) Limited.

Fildraw Limited

Signature in the name of the company:

.....

Signature of

Authorised Signatory

.....

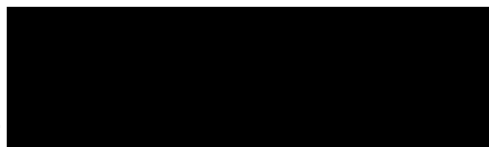
Signature in the name of Conyers Director (BVI) Limited

Conyers Director (BVI) Limited

Signature of authorised signatory of Conyers Director

(BVI) Limited

Authorised Signatory



Craig W. MacIntyre, Director

Addresses for notices

Address for Notices: 5 Fleet Place, London EC4M 7RD

Fax No: +44 (0)20 7293 0200

Attention of: Charles Russell Speechlys LLP

BENEFICIARY

EXECUTED AS A DEED by **FILDRAW)**
LIMITED, a company incorporated in the)
British Virgin Islands, acting by Keith Spangler)
and Conyers Director (BVI) Limited who, in)
accordance with the laws of that territory, are)
acting under the authority of the company)

Conyers Director (BVI) Limited is)
incorporated in the British Virgin Islands and)
is acting by Craig MacIntyre who, in)
accordance with the laws of that territory, is)
acting under the authority of Conyers)
Director (BVI) Limited.

Fildraw Limited

Signature in the name of the company:

Signature of

Authorised Signatory

[Redacted Signature]

Keith Spangler

Signature in the name of Conyers Director (BVI) Limited

Conyers Director (BVI) Limited

Signature of authorised signatory of Conyers Director

(BVI) Limited

Authorised Signatory

[Redacted Signature]

Craig W. MacIntyre, Director

Addresses for notices

Address for Notices: 5 Fleet Place, London EC4M 7RD

Fax No: +44 (0)20 7293 0200

Attention of: Charles Russell Speechlys LLP

SCHEDULE 1

Mortgaged Property

Part 1

Registered Land

County District/London Borough	and	Description of Property	Title Number
Greater Manchester, Bolton		Reebok Stadium, Burnden Way, Horwich, Bolton BL6 6JW	GM737515