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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 £13 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

[9][1][1][1]

00303529

Name of company

* BOSTON UNITED FOOTBALL CLUB LIMITED

Date of creation of the charge

6th March 2007

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

Debenture

Amount secured by the mortgage or charge

All monies, debts and liabilities from time to time due, owing or incurred
by the Company to the Lender of any kind and in any currency (whether
incurred alone or jointly with another) and the Lender's charges,
commission, costs and interest

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

STANDING ALONE LIMITED (Company Registered No 06055339) of 12 York Place,
Leeds, West Yorkshire

Postcode LS1 2DS

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

RINGROSE LAW
Endeavour House
3 Gilbert Drive
Boston
Lincolnshire
PE21 7TR

Time critical reference

For official Use (06/2005)
Mortgage Section

FRIDAY



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16/03/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. fixed charge over all freehold and leasehold property now vested in or charged to the Company and all rights relating to it;
2. fixed charge over all estates or interests in any freehold or leasehold property in the future vested in or charged to the Company and all rights relating to it;
3. fixed mortgage by assignment over book debts;
4. fixed charge over all credit balances and bank deposits to the credit of the Company from time to time on any account with the Lender;
5. fixed mortgage by assignment over all credit balances and bank deposits to the credit of the Company with any person other than the Lender now or at any time due or owing to the Company together with the full benefit of all rights and remedies relating to them;
6. fixed charge over all subsisting patents and subsisting rights of a similar nature of the Company present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them);
7. fixed charge over all domain name registrations of the Company, present and future, and all applications for them and the right to apply for any of them in any part of the world;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 13.03.2007

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)

Notes

† delete as
appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* BOSTON UNITED FOOTBALL CLUB LIMITED

Addendum 1/4

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

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Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

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Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

8. fixed charge over , all registered trademarks of the Company, present and future, and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Company present and future;
9. fixed charge over all service marks of the Company present and future;
10. fixed charge over all registered designs of the Company, present and future, and all applications for them and the right to apply for any of them in any part of the world;
11. fixed charge over all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Company present and future;
12. fixed charge over all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Company from time to time and relating to its business, which is not in the public domain;
13. fixed charge over the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with the property described in points (6) – (13) above;
14. fixed charge over all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Company, present and future, and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
15. fixed charge over all the goodwill and uncalled capital for the time being of the Company;
16. fixed charge over all stocks, shares and other securities held by the Company from time to time in any Subsidiary and all income and rights derived from or attaching to them;
17. fixed charge over all stocks shares and other securities of the Company, present and future, and all income and rights derived from or attaching to them;
18. fixed charge over the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Lender or any third party from time to time;
19. floating charge over all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00303529

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th MARCH 2007 AND CREATED BY BOSTON UNITED FOOTBALL CLUB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STANDING ALONE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2007.

Bauer



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES