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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

040043/13

Particulars of a mortgage or charge

395

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

1011

303529

Name of company

* Boston United Football Club Limited

Date of creation of the charge

22 April 2008

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

Debenture

Amount secured by the mortgage or charge

All the Chargor's obligations to the Lender of any kind and in any
currency, (whether now or in the future, actual or contingent and whether
Chargor as principal or surety or incurred alone or jointly with another
and whether owed to the Lender as original obligee or as assignee or
transferee)

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

Chestnut Homes Limited, The Old School, Wragby Road, Langworth,
Lincolnshire

Postcode LN3 5BJ

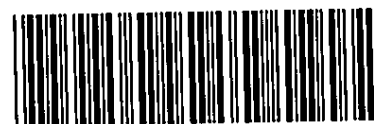
Presenter's name address and
reference (if any)

Actons
20 Regent Street
Nottingham
NG1 5BQ

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



AS0LRZ4H

A47

23/04/2008

23

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

As a continuing security for the discharge and payment of the Chargor's Liabilities and with full title guarantee, the Chargor

- 1 1 charges to the Lender by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Chargor, including the property specified in the Schedule,
- 1 2 charges to the Lender by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor, except the property charged by clause 3 1,
- 1 3 charges to the Lender by way of fixed charge all rents receivable from any lease granted out of any Real Property,
- 1 4 charges to the Lender the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property,
- 1 5 charges to the Lender by way of fixed charge all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clauses 3 1 or 3 2,
- 1 6 charges to the Lender by way of fixed charge all the plant, machinery, vehicles and computer equipment of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same,

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

Particulars as to commission allowance or discount (note 3)

not applicable

Signed

Acting

Date 22 April 2008

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)

† 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 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**

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Particulars of a mortgage or charge (continued)

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binding margin

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

*Please complete
legibly, preferably
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bold block lettering*

Company Number

303529

Name of Company

Boston United Football Club

Limited*

* delete if
inappropriate

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

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

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

*Please complete
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bold block lettering*

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

- 1 7 charges to the Lender by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire-purchase of the same,
- 1 8 charges to the Lender by way of fixed charge the benefit of all licences, consents and authorisations held or utilised by the Chargor (present and future) in connection with its business or the use of any of its assets,
- 1 9 charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Chargor (present and future),
- 1 10 charges to the Lender by way of fixed charge all the Securities not regularly disposed of in the ordinary course of business,
- 1 11 charges to the Lender by way of fixed charge all choses in action, claims and intellectual property rights (including contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) of the Chargor (present and future),
- 1 12 charges to the Lender by way of fixed charge all the Debts and the proceeds of payment or realisation of each of them until the payment of such proceeds into the Proceeds Account in accordance with clause 7,
- 1 13 charges to the Lender by way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Lender or any other Lender or financial institution, including the Proceeds Account,
- 1 14 charges to the Lender by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Chargor, including any such instruments which at any time have been deposited with the Lender (whether or not endorsed to the Lender),
- 1 15 charges to the Lender by way of fixed charge the proceeds of each policy of insurance (present and future) issued in relation to the Charged Assets,
- 1 16 charges to the Lender by way of fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (howsoever described) or any other agreement with the Lender or any third party for protecting or hedging any of the Chargor's Liabilities to the Lender at any time, and
- 1 17 charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Chargor (present and future) wherever situate not from time to time subject to a mortgage or fixed charge under this deed



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 303529
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 APRIL 2008
AND CREATED BY BOSTON UNITED FOOTBALL CLUB
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CHESTNUT HOMES LIMITED ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
23 APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 APRIL 2008



Companies House
— for the record —



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