



Registration of a Charge

Company name: **BOSTON UNITED FOOTBALL CLUB LIMITED**

Company number: **00303529**



X80LJE83

Received for Electronic Filing: **05/03/2019**

Details of Charge

Date of creation: **28/02/2019**

Charge code: **0030 3529 0012**

Persons entitled: **STEPHEN JAMES MALKINSON
ANDREW PATRICK MALKINSON**

Brief description: **LEASEHOLD LAND BEING BOSTON UNITED FOOTBALL CLUB CAR
PARK AND SOCIAL CLUB, SPAYNE ROAD, BOSTON, LINCOLNSHIRE**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ELLIOT RUFFLE FOR AND ON BEHALF OF SILLS & BETTERIDGE
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 303529

Charge code: 0030 3529 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2019 and created by BOSTON UNITED FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2019 .

Given at Companies House, Cardiff on 6th March 2019

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**

Dated 28 February 2019

We hereby certify that this is a
true copy of the original
Sills & Betteridge LLP

5.13.2019

Sills & Betteridge

(1) BOSTON UNITED FOOTBALL CLUB LIMITED

and

(2) STEPHEN JAMES MALKINSON and ANDREW PATRICK MALKINSON

MORTGAGE

relating to Lease of Football Ground and Car Park
York Street and Spayne Road, Boston, Lincolnshire

Sills
Betteridge
Solicitors

5 Main Ridge West
Boston
PE21 6QQ
Tel: 01205 364615
Ref: HDF/306724/1

THIS MORTGAGE is made the

28 day of February 2019

BETWEEN (1) BOSTON UNITED FOOTBALL CLUB LIMITED incorporated and registered in England and Wales with company number 00303529 whose registered office is at 50-54 Oswald Road, Scunthorpe, DN15 7PQ (the "Borrower") and (2) STEPHEN JAMES MALKINSON of Casa Capella, Thornimans Lane, Frampton, Boston, Lincolnshire PE21 1AJ and ANDREW PATRICK MALKINSON of 20 Ashlawn Drive, Boston, Lincolnshire PE21 9PU (the "Lender")

WHEREAS

- (1) By a lease dated 21 March 2002 and made between (1) Patrick Malkinson and the Lender and (2) the Borrower (the "Old Lease") the Lender demised to the Borrower the property described in the Schedule for a term of 16 years from and including 01 January 2002 at the initial yearly rent of £1.00 subject to the covenants and conditions binding on the Borrower as tenant contained in the Lease. The Old Lease was surrendered on 22 March 2017.
- (2) Patrick Malkinson and the Lender having previously advanced to the Borrower the sum of £39,551.00 (the "Principal Sum") the Borrower demised the property comprised in the Old Lease to the Lender pursuant to a mortgage dated 21 March 2002 (the "Old Mortgage") as security for repayment of the Principal Sum.
- (3) The Principal Sum remains outstanding.
- (4) The said Patrick Malkinson died on 14 November 2016.
- (5) By a lease dated 22 March 2017 made between the Borrower (1) and the Lender (2) (the "Lease"). The Lender demised to the Borrower the Property described in the Schedule for a term of 2 years beginning on and including 22 March 2017 and ending on and including 30 June 2019.
- (6) By a Mortgage dated 22 March 2017 in consideration of the Principal Sum the Borrower demised the Property comprised in the Lease to the Lender pursuant to a Mortgage dated 22 March 2017 (the "Mortgage") as security for the repayment of the Principal Sum.

- (7) The Borrower has requested the Lender to grant it a new lease (the "New Lease") for a term of years commencing on 1 July 2019 and ending on and including 30 June 2020 and the Lender has agreed to grant the new Lease subject to the Borrower giving to the Lender continued security for the Principal Sum.

NOW THIS DEED WITNESSES as follows:

1. DEMISE

In consideration of the before recited agreement the Borrower with full title guarantee demises to the Lender all the property described in the Schedule and all other (if any) the property comprised in and demised by the New Lease (the "Property") **TO HOLD** the same to the Lender for the residue of the term created by the New Lease except for the last ten days of the term subject to the provision for cesser contained in clause 2.

2. PROVISION FOR CESSER

If the Borrower shall on 31 March 2019 pay to the Lender the Principal Sum the sub-term created by this deed shall cease.

3. BORROWER'S COVENANTS

The Borrower covenants with the Lender that for so long as any money remains owing on this security the Borrower shall:

- 3.1 keep the buildings for the time being comprised in the security in good and substantial repair; and
- 3.2 not cause or permit any person to be registered under the Land Registration Act 2002 or any substituted statutory provision as the proprietor of the Property or any part of it without the consent in writing of the Lender and that if the Lender shall enter any notice against any such registration the costs thereby incurred by him shall be deemed to have been properly incurred as mortgagee.

4. **PROVISOS**

PROVIDED that and it is hereby agreed as follows:

- 4.1 The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases given by any statute except with the consent in writing of the Lender.
- 4.2 The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

5. **INTERPRETATION**

In this deed where the context admits the expressions "the Borrower" and "the Lender" includes the persons deriving title under the Borrower and the Lender respectively.

IN WITNESS whereof the parties hereto have signed this instrument as a deed in the presence of the persons mentioned below.

THE SCHEDULE

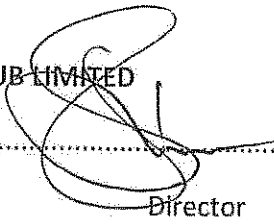
The Property

Boston United Football Club, Car Park and Social Club, Spayne Road, Boston, Lincolnshire more particularly described in the New Lease.

EXECUTED as a DEED by

BOSTON UNITED FOOTBALL CLUB LIMITED

acting by a director


.....
Director

in the presence of:

Witness signature:.....



Witness name:.....

SARAH JOWETT.....

Witness address:.....

9 ABBEY PARK.....

.....

TORRSEY L.N.1 2LS.....

Witness occupation:.....

PA.....

SIGNED as a DEED by the said

STEPHEN JAMES MALKINSON

.....

in the presence of:-

Witness signature.....

Witness name.....

Witness address.....

Witness occupation.....

SIGNED as a DEED by the said

ANDREW PATRICK MALKINSON

.....

in the presence of:-

Witness signature.....

Witness name.....

Witness address.....

.....

Witness occupation.....

Dated 28th February 2019

We hereby certify that this is a
true copy of the original
Sills & Betteridge LLP

5/5/2019
Sills & Betteridge

(1) BOSTON UNITED FOOTBALL CLUB LIMITED

and

(2) STEPHEN JAMES MALKINSON and ANDREW PATRICK MALKINSON

MORTGAGE

relating to Lease of Football Ground and Car Park
York Street and Spayne Road, Boston, Lincolnshire

**Sills &
Betteridge**
Solicitors

5 Main Ridge West
Boston
PE21 6QQ
Tel: 01205 364615
Ref: HDF/306724/1

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THE SCHEDULE

The Property

Boston United Football Club, Car Park and Social Club, Spayne Road, Boston, Lincolnshire more particularly described in the New Lease.

EXECUTED as a DEED by

BOSTON UNITED FOOTBALL CLUB LIMITED

acting by a director in the presence of:-

.....
Director

Witness signature.....

Witness name.....

Witness address.....

.....

Witness occupation.....

SIGNED as a DEED by the said

STEPHEN JAMES MALKINSON

in the presence of:-

SI Malkinson
.....

Witness signature.....
[Signature]

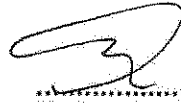
Witness name..... Sills & Betteridge LLP

Witness address..... 5 Main Ridge
West Boston
Lincolnshire PE21 6QQ

.....
Witness occupation..... *Solicitor*

SIGNED as a DEED by the said

ANDREW PATRICK MALKINSON



in the presence of:-

Witness signature.....



Witness name.....

Sills & Betteridge LLP
5 Main Ridge

Witness address.....

West Boston
Lincolnshire PE21 6QQ

Witness occupation.....



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