



Registration of a Charge

Company name: **BRENTFORD FC LIMITED**

Company number: **03642327**



XA0GW9ND

Received for Electronic Filing: **17/03/2021**

Details of Charge

Date of creation: **16/03/2021**

Charge code: **0364 2327 0026**

Persons entitled: **MATTHEW BENHAM**

Brief description: **ALL THE LEASEHOLD PROPERTY KNOWN AS THE BRENTFORD FOOTBALL CLUB STADIUM LAND AT LIONEL ROAD SOUTH, BRENTFORD AS MORE PARTICULARLY DESCRIBED IN AND DEMISED BY A LEASE DATED 30 JULY 2018 MADE BETWEEN (1) LIONEL ROAD DEVELOPMENTS LIMITED AND (2) BRENTFORD FC LIMITED, AS RECTIFIED BY A DEED OF RECTIFICATION DATED 26 APRIL 2019 MADE BETWEEN THE SAME PARTIES, AS THE SAME IS REGISTERED AT H.M. LAND REGISTRY UNDER TITLE NUMBER AGL451118. FOR MORE DETAILS OF LAND CHARGED REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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.**

Certified by: **K&L GATES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3642327

Charge code: 0364 2327 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2021 and created by BRENTFORD FC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2021 .

Given at Companies House, Cardiff on 17th March 2021

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 16 March 2021

- (1) **BRENTFORD FC LIMITED**
as Company
- (2) **MATTHEW BENHAM**
as Lender

SUPPLEMENTAL LEGAL CHARGE
re leasehold property and licence as described herein
and being supplemental to a
debenture dated 28 June 2012

THIS SUPPLEMENTAL LEGAL CHARGE is made on 16 March 2021

BETWEEN:

- (1) **BRENTFORD FC LIMITED** (registered in England under number: 03642327) whose registered office is at 6th Floor, 27 Great West Road, Great West Road, Brentford, TW8 9BW (the "**Company**"); and
- (2) **MATTHEW BENHAM** of [REDACTED] (the "**Lender**").

WHEREAS:

- (A) This Deed is supplemental to a security agreement (the "**Debenture**") dated 28 June 2012 as supplemented and varied from time to time and made between the Company and the Lender.
- (B) The Company has agreed to provide security to the Lender over the property described in the Schedule.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

- 1.1 In this Deed, words and expressions used have the same meaning as in the Debenture and, unless the contrary intention appears, the provisions of clause 1.2 (*Interpretation*) of the Debenture will apply with all necessary modifications as if they were set out in full in this Deed.
- 1.2 The Security created by this Deed is given with full title guarantee and ranks as a first mortgage.
- 1.3 In this Deed any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee under section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

2. CHARGE

- 2.1 As a continuing security for the payment and discharge of all Secured Liabilities, the Company charges in favour of the Lender by way of legal mortgage the property described in the Schedule to this Deed (the "**Supplemental Property**").
- 2.2 The Supplemental Property shall on and from the date of this Deed form part of the Mortgaged Land and the Charged Assets for the purposes of the Debenture (and the terms and conditions set out therein) and the Company shall be bound and the Debenture shall be read and construed *mutatis mutandis* accordingly.

3. PROPERTY

- 3.1 The Company must immediately deposit with the Lender all deeds and documents necessary to show good and marketable title to the Supplemental Property or

procure that all such deeds and documents are held at H.M. Land Registry to the order of the Lender or procure that all such deeds and documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

- 3.2 The Company consents to a restriction in the following terms being entered on the Register of Title to the Supplemental Property that is now or in the future registered at H.M. Land Registry:

"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 [•] 2021 in favour of Matthew Benham referred to in the charges register or their conveyancer."

- 3.3 The Lender must perform its obligations (including any obligation to make available further advances). The Company consents to an application being made to H.M. Land Registry for a note of such obligation to be entered on the Register of Title to the Supplemental Property.

4. GENERAL

- 4.1 Except as supplemented by this Deed, all terms and conditions of the Debenture will remain in full force and effect and references in the Debenture to "this Deed" or terms of similar import shall be references to the Debenture as amended and/or supplemented by the terms of this Deed.
- 4.2 It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute it under hand.
- 4.3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

5. GOVERNING LAW

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

IN WITNESS whereof this Deed has been signed by the Lender and duly executed as a deed by the Company and is intended to be and is delivered on the date first above written.

SCHEDULE

Mortgaged Property

1. All the leasehold property known as the Brentford Football Club Stadium Land at Lionel Road South, Brentford as more particularly described in and demised by a lease dated 30 July 2018 made between (1) Lionel Road Developments Limited and (2) the Company, as rectified by a deed of rectification dated 26 April 2019 made between the same parties, as the same is registered at H.M. Land Registry under title number AGL451118 with title absolute.
2. All the leasehold property known as 75 Car Parking Spaces at the Capital Court Site, Capital Interchange Way, Brentford as more particularly described in and demised by a lease dated 30 July 2018 made between (1) Lionel Road Developments Limited and (2) the Company, as varied by a deed of variation dated 25 August 2020 made between (1) Kew Bridge Gate Developments LLP and (2) the Company, as the same is registered at H.M. Land Registry under provisional title number AGL521589 with title absolute.
3. The licence to use 75 car parking spaces at the Duffy Site on the south west side of Lionel Road, Brentford pursuant to a car park licence dated 30 July 2018 made between (1) Lionel Road Developments Limited and (2) the Company.

EXECUTION PAGE

THE COMPANY

EXECUTED AS A DEED

by BRENTFORD FC LIMITED acting by:

Signature of Director

[Redacted Signature]

Print name of Director

CUFF CROWN

Signature of Director

[Redacted Signature]

Print name of Director

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THE LENDER

Signed by MATTHEW
BENHAM

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[Redacted Signature]