



Registration of a Charge

Company name: **AFCW STADIUM LTD**

Company number: **04764828**

Received for Electronic Filing: **23/02/2015**



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Details of Charge

Date of creation: **19/02/2015**

Charge code: **0476 4828 0004**

Persons entitled: **THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS KINGSMEADOW STADIUM AND ADJOINING LAND, JACK GOODCHILD WAY, 422A KINGSTON ROAD, KINGSTON UPON THAMES, SURREY KT1 3PB COMPRISING IN THE LEASE DATED 12 FEBRUARY 2010 MADE BETWEEN (1) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES AND (2) AFCW STADIUM LIMITED, AND INCLUDES ANY BUILDINGS AND FACILITY THEREON.**

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

Certified by:

BATES WELLS BRAITHWAITE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4764828

Charge code: 0476 4828 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2015 and created by AFCW STADIUM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2015 .

Given at Companies House, Cardiff on 24th February 2015

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

19th February

2015

AFCW STADIUM LTD

to

THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED

LEGAL CHARGE for GRANT

*Kingsmeadow Stadium, Jack Goodchild Way, 422A Kingston Road, Kingston Upon
Thames, Surrey KT1 3PB*

CERTIFIED

To be a true copy of the original

BWB

Bates Wells & Braithwaite London LLP

Registered OC325522

Dated 23/2/2015

Bates Wells & Braithwaite London LLP

2-6 Cannon Street

London

EC4M 6YH

Ref. 015796.365.JAL

LAND REGISTRY
LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA : Kingston upon Thames
TITLE NO : SGL714259
PROPERTY : Kingsmeadow Stadium, Jack Goodchild Way,
Kingston Upon Thames KT1 3PB
FREEHOLD/LEASEHOLD : Leasehold
AWARD LETTER DATE : 25 July 2012

THIS LEGAL CHARGE is made the 19 day of February 2015

BETWEEN:-

- (1) **AFCW STADIUM LTD** a company registered in England and Wales (Company No. 04764828) who registered office is Kingsmeadow Stadium, Jack Goodchild Way, Kingston, Surrey KT1 3PB ("the Chargor")
- (2) **THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED** a company limited by guarantee (Company No. 04007132) whose registered office is at Whittington House 19-30 Alfred Place London WC1E 7EA ("the Foundation")

Definitions

1. In this deed the following expressions have the following meanings:

"the Applicant" means AFC Wimbledon Limited

"the Award Terms and Conditions" means the general terms and conditions of Grant referred to in the Award Letter

"the Award Letter" means the Foundation's letter countersigned by the Applicant offering a grant subject to the terms and conditions contained or referred to in that letter

"the First Charge" means a charge over the Lease dated 12 February 2010 made between the Chargor (1) and Barclays Bank plc (2)

"the Grant" means the grant award of £442,215 in connection with the Facility referred to in the Award Letter

"the Grant Period" means the period of 21 years from the date of acceptance of the Grant

"the Lease" means a lease of the Property dated 12 February 2010 made between (1) The Mayor and Burgesses of the Royal Borough of Kingston Upon Thames and (2) AFCW Stadium Ltd

"the Planning Acts" means all legislation of whatever nature relating to town and country planning

"the Project" means the Project described in the Award Letter

"the Property" means the leasehold property known as Kingsmeadow Stadium and adjoining land, Jack Goodchild Way, 422A Kingston Road, Kingston Upon Thames, Surrey KT1 3PB comprised in the Lease and includes any buildings and facility thereon

2. Legal Charge

2.1 It is a condition of the Grant that the Chargor grants a legal charge over the Property on the terms set out in this deed.

2.2 The Chargor with full title guarantee (but subject to the First Charge) charges the Property to the Foundation by way of legal mortgage as a continuing security for the payment to the Foundation of all sums covenanted to be paid by the Chargor and with all monies and liabilities from time to time owing or incurred by the Chargor to the Foundation in accordance with the terms of this deed

2.3 The security created by this legal charge:-

2.3.1 shall remain in force as continuing security to the Foundation notwithstanding any settlement of account or the existence at any time of a credit balance on any account or any other act, event or matter whatsoever except only the execution by the Foundation as a deed of an absolute and unconditional release hereof; and

2.3.2 shall be in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Foundation and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Foundation now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable

2.4 After the expiry of the Grant Period or if the Applicant or the Chargor shall on or before the expiry of the Grant Period pay to the Foundation all money due and owing under the terms of this deed the Foundation will at the request and cost of the Applicant or the Chargor duly discharge this security

3. The Chargor's representations and warranties

The Chargor represents and warrants to the Foundation that:

- 3.1 The present use of the Property is a permitted use within the provisions of the Planning Acts
- 3.2 The Chargor has not before the execution of this deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made
- 3.3 The Chargor has complied with environmental law and in particular that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property
- 3.4 Neither the execution of this charge nor the creation of any security under it contravenes any of the provisions of the memorandum or articles of association, the rules or other documentation by way of constitution of the Chargor
- 3.5 The Chargor has full power and authority to create this security and enter into this deed

4. The Chargor's Covenants

The Chargor covenants with the Foundation as set out below:

- 4.1 The Chargor covenants with the Foundation to repay the Grant to the Foundation in accordance with the Award Terms and Conditions and in the circumstances set out in clause 5 of this deed
- 4.2 The Chargor will keep the Property in good and substantial repair and condition and it shall be lawful for the Foundation and its agents or servants at any time or times to enter upon the Property to examine the state and condition and to give or leave notice in writing at the Property of any defects or wants of repair and the Chargor will forthwith after such notice well and sufficiently repair amend and make good accordingly
- 4.3 The Chargor will
 - (a) keep the Property insured upon completion of the Works as defined in the Licence to Carry out Works against loss or damage by such risks normally covered by a comprehensive insurance policy (including architects' and surveyors' fees) to the full reinstatement value of the Property such insurance to be effected in some insurance office or with underwriters of repute
 - (b) punctually pay all premiums and other sums of money necessary for effecting and keeping up such insurance immediately upon the same becoming due or within seven days thereafter
 - (c) on demand produce to the Foundation a certified copy of the policy or policies of such insurance and the receipt for every such payment

Provided that where the Property is leasehold or there is a prior mortgage or charge any insurance effected and maintained pursuant to the covenants contained in the

lease under which the Property is held or such mortgage or charge shall on production by the Chargor to the Foundation of evidence satisfactory to the Foundation of such insurance being in force and the payment of the premiums or other moneys payable in respect thereof be accepted by the Foundation in satisfaction (or part satisfaction to the extent of the cover effected) of this covenant to insure notwithstanding that the Chargor may be unable to deliver or produce the policies or receipts to the Foundation

- 4.4 The Chargor will perform and observe all covenants conditions obligations agreements and stipulations affecting the Property contained or referred to in any deed or document referred to in any Schedule to this deed or if the Property is registered at the Land Registry entered on the Registers of Title save in relation to those in respect of which defective title insurance has been obtained prior to the date of this legal charge ("the Covenants")
- 4.5 The Chargor covenants to comply with the terms of any lease under which the Chargor holds the Property as follows:-
- (a) To pay the rents reserved by and observe and perform all covenants, conditions, agreements or obligations on the part of the Chargor to be observed and performed contained in any such lease
 - (b) To keep the Foundation indemnified against all proceedings and claims on account of non-payment of the said rents or of any breach of the said covenants, conditions, agreements and obligations
 - (c) All expenses, damages and costs incurred by the Foundation in relation to any such non-payment or breach together with interest shall be payable and charged upon the Property as provided in this deed
 - (d) To use best endeavours to ensure observance and performance by the landlord under any such lease of the covenants conditions agreements or obligations on the part of the landlord
 - (e) If the Chargor receives any notice under section 146 of the Law of Property Act 1925 or if any proceedings are commenced for forfeiture of any such lease or any superior lease or if the landlord or any superior landlord attempts to re-enter upon the Property or any part of it to give immediate notice in writing to the Foundation and at the request of the Foundation (but at the Chargor's expense) take such steps as the Foundation may require
 - (f) If the Chargor receives any other form of notice under or in connection with any such lease to give immediate notice in writing to the Foundation and at the request of the Foundation (but at the Chargor's expense) take such steps as the Foundation may require
 - (g) Not without the previous consent of the Foundation (such consent not to be unreasonably withheld or delayed) to give any notice under or in connection with any such lease

(h) Not without the consent of the Foundation (such consent not to be unreasonably withheld) in relation to any such lease to agree to:

(i) vary its terms

(iii) surrender, cancel, charge, renew or enfranchise or otherwise terminate it

(iv) submit to its forfeiture

- 4.6 If there shall at any time be any default or delay by the Applicant or the Chargor in completing the Project or keeping the Property in such repair and condition as required by this deed or in complying with its obligations in relation to insurance or in observing and performing the Covenants then without thereby becoming a mortgagee in possession the Foundation may complete the Project or may carry out works of repair or may insure the Property for a sum not exceeding the full value thereof or the amount of all such indebtedness and other liabilities secured by this deed (whichever shall be the greater sum) or comply with the Covenants and all moneys expended by the Foundation under this provision shall be deemed to be properly paid by it and shall be a debt owing by the Chargor to the Foundation payable on demand
- 4.7 The Chargor will not without the previous consent in writing of the Foundation exercise any of the powers of leasing or agreeing to lease or of accepting or agreeing to accept a surrender of a lease vested in or conferred on mortgagors by common law or statute and will not without such consent grant or agree to grant any lease or tenancy of the Property which if granted would or might as between the tenant and the Chargor be valid but not binding upon the Foundation and in addition to the powers of leasing by law conferred on mortgagees the Foundation may after the power of sale has become exercisable and whether or not in possession demise the whole or any part of the Property for any period for less than a year or from year to year or for any term of years at such rent and subject to such covenants and conditions and either with or without any fine or premium as it may think fit and upon any such demise may permit the tenant to have the use of any fixtures comprised in this security upon such terms as the Foundation shall think proper and may also accept surrenders of any lease or tenancy of the Property from time to time subsisting upon any terms (including the payment of money) which it may think reasonable and may grant new or other leases of the premises so surrendered
- 4.8 The Chargor will not without the previous consent in writing of the Foundation (such consent not to be unreasonably withheld or delayed) otherwise part with or dispose of or deal with the Property or any part of it or any interest in it
- 4.9 The Chargor will not without the previous consent in writing of the Foundation create any other charge or mortgage over or affecting any part of the Property Provided that it shall be a condition of any such consent that the Chargor will if required by the Foundation obtain at the expense of the Chargor the execution of a Deed of Priorities by any chargee or mortgagee to the intent that this charge and all moneys intended to be hereby secured shall at all times continue to rank as a charge on the Property in priority to or pari passu with such other mortgage or charge
- 4.10 The Chargor will strictly observe and perform all the obligations imposed in the First Charge and any other charge of the Property to which the Foundation has consented

or shall consent and in the event of any proceedings being taken to exercise or enforce any powers or remedies conferred by any such charge or mortgage the Foundation may redeem the same or may procure the transfer thereof to itself and may settle and pass the accounts thereof and any accounts so settled and passed shall be conclusive and binding between such prior chargee or mortgagee and the Chargor as between the Foundation and the Chargor and principal moneys interest costs charges and expenses paid or incurred by the Foundation as aforesaid shall be deemed to be moneys properly paid by the Foundation hereunder

- 4.11 The Chargor will not make or permit to be made any material change in the use of the Property or carry out or permit to be carried out any operation or use the Property for any use which is a development within the provisions of the Planning Acts without the prior consent of the Foundation
- 4.12 The Chargor will not alter or permit to be altered any existing buildings or structure upon the Property without the previous consent in writing of the Foundation (such consent not to be unreasonably withheld or delayed) provided such alterations do not change the use of the Property for the playing of football
- 4.13 The Chargor will comply in all respects with the conditions subject to which any permission for development has been or shall be granted in relation to the Property and the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any planning or local authority or any Minister or Court
- 4.14 The Chargor will maintain any existing licence granted for the sale of alcohol at the Property and obtain such a licence where required and do nothing which would jeopardise the maintenance of such a licence
- 4.15 The Chargor will cause to be delivered to the Foundation forthwith after receipt a copy of any and every notice served upon the Applicant or the Chargor or the Property or any lessee or tenant thereof
- 4.16 The Chargor will permit the Foundation or its agents at all reasonable times to enter into and upon the Property to inspect the progress of the Project, the state and condition of the Property and to take or compile schedules of dilapidations and inventories of fixtures and fittings

5. Event of Default

- 5.1 The whole of the balance of the Grant then outstanding shall be immediately due and payable by the Chargor to the Foundation on demand:
 - 5.1.1 If at any time prior to the expiration of the Grant Period there has been any breach or non-performance or non-observance by the Applicant or the Chargor of any of the covenants or provisions on the part of the Applicant or the Chargor to be performed or observed in this deed
 - 5.1.2 On the occurrence of any of the circumstances in which the Foundation is entitled to terminate its agreement with the Applicant or the Chargor as specified in the Award Terms and Conditions

5.1.3 If any other circumstances arise which may reasonably lead the Foundation to believe that its security might be prejudiced or that the Applicant's or the Chargor's obligations to the Foundation under this deed will not be met

5.2 In the Event of Default Interest shall be payable on the Grant or so much of it as shall that time have been paid by the Foundation to the Applicant or the Chargor from the date of demand referred to in clause 5.1 until the date of repayment at 4% per year above the base rate of Barclays Bank Plc from time to time (as well after as before any judgment)

6. Insurance Proceeds

All moneys received from any insurance claim whatsoever whether effected by the Chargor or the Foundation under this deed shall be held by the Chargor in trust for the Foundation and shall at the absolute discretion of the Foundation be applied either in making good the loss or damage in respect of which the moneys are received or in or towards payment of the amount secured by this charge

7. Statutory Provisions

7.1 The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 or any act amending or re-enacting the same shall not apply to this security Provided that where the Chargor is expressed to be a trustee this security may only be consolidated with any other security which may be given by the Chargor in the Chargor's capacity as such trustee

7.2 Neither the Foundation nor any Receiver appointed hereunder shall be liable for any loss howsoever occurring in or about the exercise or execution of any power in respect of this security

7.3 Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall arise and be immediately exercisable on the execution of this deed in respect of the whole or any part of the Property without the restriction contained in that Act as to the giving of notice or otherwise

8. Appointment of Receiver

8.1 At any time after the money secured by this deed shall have become payable the Foundation may from time to time appoint in writing any person to be the receiver ("the Receiver") of the whole or any part of the Property and may determine his remuneration and may from time to time remove the Receiver so appointed and appoint another in his place

8.2 Any Receiver appointed by the Foundation shall (unless the Foundation excludes any of such powers at the time of appointment or later) have power:—

8.2.1 To take possession of, collect and get in all or any part of the Property and for that purpose to take any proceedings in the name of the Chargor or otherwise;

8.2.2 To sell (whether by public auction or private contract or otherwise), lease or vary or surrender leases or accept surrenders of leases of, or concur in

selling, leasing, varying or surrendering leases or accepting surrenders of leases of, all or any part of the Property on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities of any other chargor) as he may think fit

- 8.2.3 To give receipts for all money and execute all assurances and things which may be proper or desirable for realizing the Property
 - 8.2.4 To make any arrangement or compromise which he shall think expedient in the interests of the Foundation
 - 8.2.5 To do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Property
 - 8.2.6 Generally to use the name of the Applicant or the Chargor in the exercise of all or any of the powers conferred by this Charge
 - 8.2.7 In addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do and none of the restrictions imposed by that Act in relation to the giving of notice or otherwise shall apply
- 8.3 All money received by the Receiver shall be applied by him:
- 8.3.1 In payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts)
 - 8.3.2 In payment to the Receiver of such remuneration as may be agreed between him and the Foundation at or at any time and from time to time after his appointment
 - 8.3.3 In or towards satisfaction of the amount owing on this security
- and the surplus (if any) shall be paid to the Chargor or other persons entitled to it
- 8.4 Any Receiver appointed hereunder shall as far as the law permits to be the agent of the Chargor and the Chargor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Foundation shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Chargor shall be appointed the Receiver shall act as principal not as agent for the Foundation
- 8.5 The Foundation shall itself be entitled to do any of the acts and things referred to in clause 8.2 at any time after the moneys hereby secured shall have become payable without appointing a Receiver for that purpose
- 8.6 The Chargor **HEREBY IRREVOCABLY APPOINTS** the Foundation and (as a separate appointment) any Receiver appointed as aforesaid the Chargor's Attorney for all or any of the purposes of these presents and the Chargor hereby ratifies and

confirms and agrees to ratify and confirm whatsoever the Foundation or any such Receiver shall do or purport to do by virtue of this Clause

9. Demands and Notices

Any demand or notice hereunder shall be given in writing and may be served either personally or by post. A demand or notice served by post shall be addressed to the Chargor if a person at his address or place of business last known to the Foundation or if a corporation at its registered office and a demand or notice so addressed and posted shall be deemed to have been duly made or given on the day following notwithstanding this it be returned undelivered

10. Land Registry

10.1 The Chargor certifies that the Chargor has power to execute this Charge and that all procedures and requirements necessary in order for the Chargor to grant an effective second ranking legal charge over the Property have been complied with.

10.2 The Chargor agrees to apply or agrees that the Foundation may apply to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property that:-

"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 19 February 2015 in favour of the The Football Stadia Improvement Fund Limited referred to in the charges register or its conveyancer".

10.3 The restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of the Charities Act 2011).

11. Interpretation

11.1 If the expression "the Chargor" includes more than one person then

11.1.1 The expression shall mean all or any one of those persons and their respective successors in title and all other estate owners for the time being of the Property;

11.1.2 All obligations of the Chargor shall be joint and several and none of them shall be released from liability hereunder by reason of this charge ceasing to be a continuing security as regards any other or others of them PROVIDED THAT where the Chargor is expressed to be a trustee then covenants on the part of such trustee shall be made so as to bind such trustee as aforesaid and (so far as they can) all the successors in the office of such trustee and the funds and income in their hands in that capacity so far as the same may be available and shall not be deemed to bind affect or concern any other funds or income of such trustee.

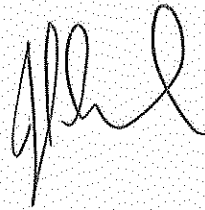
11.2 It shall be sufficient for any notice or demand hereunder required or authorised to be served or made on the Chargor to be served or made on any one such person who

shall be deemed to receive such notice or demand for himself and as agent for such other person or persons.

IN WITNESS whereof this Legal Charge has been duly executed as a Deed the day and year first above written.

EXECUTED as a DEED by
AFCW STADIUM LTD
acting by:-

)
)
)



Director



Director/Secretary

EXECUTED as a DEED by the
THE FOOTBALL STADIA IMPROVEMENT
FUND LIMITED
acting by:-

)
)
)
)

Director

Director/Secretary