



Registration of a Charge

Company name: **WST ASSETS LIMITED**

Company number: **09569619**



X67YJJ3V

Received for Electronic Filing: **05/06/2017**

Details of Charge

Date of creation: **01/06/2017**

Charge code: **0956 9619 0001**

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

Brief description: **THE LEASEHOLD PROPERTY BEING THE RACECOURSE GROUND,
MOLD ROAD, WREXHAM LL11 2AH INCLUDING ANY BUILDINGS,
FACILITY AND EQUIPMENT 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: **BWB**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9569619

Charge code: 0956 9619 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2017 and created by WST ASSETS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2017 .

Given at Companies House, Cardiff on 6th June 2017

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 18 June 2017

WST ASSETS LIMITED

to

THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED

LEGAL CHARGE

Of

LEASEHOLD LAND at

THE RACECOURSE GROUND, MOLD ROAD, WREXHAM LL11 2AH

CERTIFIED

To be a true copy of the original

Bates Wells & Braithwaite

Bates Wells & Braithwaite London LLP

Registered OC325522

Dated 5 June 2017

Bates Wells & Braithwaite

10 Queen Street Place
London

EC

Ref. MJG.016201.50

LAND REGISTRY
LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA : Wrexham
TITLE NO : CYM689981
PROPERTY : The Racecourse Ground, Mold Road, Wrexham LL11 2AH
FREEHOLD/LEASEHOLD : Leasehold
AWARD LETTER DATE : 6 May 2014

THIS LEGAL CHARGE is made the 15 day of June 2017

BETWEEN:-

- (1) **WST ASSETS LIMITED** (CRN9569619) whose registered office is at The Coach House, 25 Rhosddu Road, Wrexham LL11 1EB ("the Chargor")
- (2) **THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED** a company limited by guarantee (Company No. 04007132) (Charity No. 1079309) whose registered office is at Whittington House 19-30 Alfred Place London WC1E 7EA ("the Foundation")
- (3) **WREXHAM AFC LIMITED** (CRN7698872) a company registered in England and Wales whose registered office is at The Coach House, 25 Rhosddu Road, Wrexham LL11 1EB ("the Applicant")

Whereas:-

- (A) The Foundation have made the Award contained in the Award Letter to the Applicant jointly with Glyndwr University.
- (B) The Project will improve the Property.
- (C) The Chargor holds the Lease of the Property.
- (D) The Applicant and Wrexham Football Supporters Society Limited are guarantors under the Lease
- (E) The Chargor has agreed to charge the Property by way of third party security.

Definitions

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

"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 Grant" means the grant award of £126,754 in connection with the Facility referred to in the Award Letter

"the Grant Period" means the period of ten (10) years from the date of acceptance of the Grant

"the Lease" means a lease of the Property dated 1st August 2016 made between (1) the University (2) the Chargor (3) the Applicant (4) Wrexham Football Supporters Society Limited.

"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 being The Racecourse Ground, Mold Road, Wrexham LL11 2AH and includes any buildings facility and equipment thereon

"the University" Glyndwr University

3. Legal Charge

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

3.2 The Chargor with full title guarantee 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 Applicant and with all monies and liabilities from time to time owing or incurred by the Applicant to the Foundation in accordance with the terms of this deed

3.3 The security created by this legal charge:-

3.3.1 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

3.3.2 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

3.4 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 or the Applicant

3.5 Limited Recourse

Notwithstanding any other provision of the Award it is expressly agreed and understood that:

3.5.1 The sole recourse of the Foundation to the Chargor under this deed is the Chargor's interest in the Property; and

3.5.2 The liability of the Chargor to the Foundation pursuant to or otherwise in connection with the Award shall be:

(a) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Property; and

- (b) satisfied only from the proceeds of sale or other disposal or realisation of the Property pursuant to this deed.

4. The Chargor's Representations and Warranties

The Chargor represents and warrants to the Foundation that at the date of this deed:

- 4.1 So far as the Chargor is aware the present use of the Property is a permitted use and neither the Applicant nor the Chargor has received any notification of non-compliance under the Planning Acts
- 4.2 Neither the Chargor nor the Applicant has before the execution of this deed carried out any operations 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 been made
- 4.3 The Applicant 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 and the Chargor has not received any notification of non-compliance with environmental law in relation to the Property.
- 4.4 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 Applicant.
- 4.5 The Chargor has full power and authority to create this security and enter into this deed

5. The Chargor's and the Applicant's Covenants

The Chargor and the Applicant jointly and severally covenant (where appropriate) with the Foundation as set out below:

- 5.1 Subject to clause 3.5, the Chargor and the Applicant jointly and severally covenant 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
- 5.2 The Chargor, in accordance with its obligations under the Lease will keep the Property in good 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 as required under the Lease and the Chargor will forthwith after such notice well and sufficiently repair amend and make good accordingly
- 5.3 The Chargor will
 - (a) Use all reasonable endeavour to procure that the Landlord of the Lease keeps the Property insured in accordance with the provisions of the Lease and (if reasonably required) in the joint names of the Foundation and the Chargor
 - (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 for retention by it a 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

5.4 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 ("the Covenants")

5.5 The Chargor covenants to comply with the terms of any lease under which the Applicant 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 Applicant receives any other form of notice under or in connection with any such lease to give prompt notice in writing to the Foundation and at the request of the Foundation (but at the Applicant's expense) take such steps as the Foundation may require
- (g) Not without the previous consent of the Foundation to give any notice under or in connection with any such lease
- (h) Not without the previous consent of the Foundation in relation to any such lease take any steps to or agree to:
 - (i) vary its terms
 - (ii) review or submit to any review of the rents payable under it
 - (iii) surrender, cancel, assign, charge, renew, enfranchise or otherwise dispose of or terminate it
 - (iv) submit to its forfeiture

If there shall at any time be any default or delay by the Applicant in completing the Project or by the Chargor in 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

- 5.6 The Chargor will not without the previous consent in writing of the Foundation otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it and will not without the consent in writing of the Foundation agree to:-

5.6.1 any assignment or underletting of the Property by the Chargor pursuant to the Lease; or

5.6.2 accept a surrender of the Lease; or

5.6.3 forfeit the Lease.

- 5.7 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

- 5.8 The Chargor will strictly observe and perform all the obligations imposed in 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

- 5.9 Neither the Chargor nor the Applicant will make or permit to be made any material change in the use of the Property

- 5.10 The Applicant will not alter or permit to be altered and the Chargor will not permit to be altered any existing buildings or structure upon the Property without the previous consent in writing of the Foundation (which it shall be in the absolute discretion of the Foundation either to give unconditionally or subject to any conditions or to refuse) save for any works carried out relating to the Project for which the Award referred to in the Award Letter has been made.

- 5.11 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

- 5.12 The Applicant 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

- 5.13 The Chargor and the Applicant will cause to be delivered to the Foundation promptly after receipt by the Chargor and/or the Applicant a copy of any and every notice served upon the Applicant or the Property or any lessee or tenant thereof

- 5.14 The Chargor and the Applicant (as appropriate) 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

6. The Chargor's Covenants

- 6.1 The Chargor will not without the previous consent in writing of the Foundation 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 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.

- 6.2 The Applicant covenants to comply with its obligations as guarantor of the Lease

7. Event of Default

- 7.1 The whole of the balance of the Grant then outstanding shall be immediately due and payable by the Applicant to the Foundation on demand:

7.1.1 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

7.1.2 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

7.1.3 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 to the Foundation under this deed will not be met

- 7.2 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)

8. Insurance Proceeds

All moneys received by the Chargor from any insurance claim whatsoever whether effected by the Chargor or the Foundation under this deed shall be held by the Applicant and/or the Chargor as appropriate 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

9. Statutory Provisions

- 9.1 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

9.2 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.

9.3 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

10. Appointment of Receiver

10.1 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

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

10.2.1 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;

10.2.2 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

10.2.3 To give receipts for all money and execute all assurances and things which may be proper or desirable for realizing the Property

10.2.4 To make any arrangement or compromise which he shall think expedient in the interests of the Foundation

10.2.5 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

10.2.6 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

10.2.7 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

10.3 All money received by the Receiver shall be applied by him:

10.3.1 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)

10.3.2 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

10.3.3 In or towards satisfaction of the amount owing on this security

and the surplus (if any) shall be paid to the Applicant and Chargor or other persons entitled to it

- 10.4 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
- 10.5 The Foundation shall itself be entitled to do any of the acts and things referred to in clause 10.2 at any time after the moneys hereby secured shall have become payable without appointing a Receiver for that purpose
- 10.6 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

11. 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

12. Land Registry

- 12.1 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 legal charge over the Property have been complied with.
- 12.2 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 leasehold 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 *10 June 2017* in favour of the Football Stadia Improvement Fund referred to in the charges register or its conveyancer".

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)
WST ASSETS LIMITED)
acting by:-

 Director

x  Director/Secretary

EXECUTED as a DEED by)
WREXHAM AFC LIMITED)
acting by:-

 Director

 Director/Secretary

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

Director

Director/Secretary