



Registration of a Charge

Company name: **HARLEQUIN COMMUNITY LIMITED**

Company number: **10984815**

Received for Electronic Filing: **17/07/2019**



X89VF0ZD

Details of Charge

Date of creation: **12/07/2019**

Charge code: **1098 4815 0002**

Persons entitled: **BUTTERFIELD BANK (GUERNSEY) LIMITED**

Brief description:

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:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10984815

Charge code: 1098 4815 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2019 and created by HARLEQUIN COMMUNITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2019 .

Given at Companies House, Cardiff on 18th July 2019

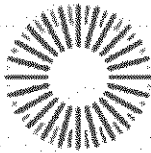
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

12 July 2019

THE PERSONS LISTED IN SCHEDULE 1
TO THIS DEED
as the Companies

and

BUTTERFIELD BANK (GUERNSEY) LIMITED
as the Bank

SUPPLEMENTAL DEBENTURE

We hereby certify that save for
material redacted pursuant to
section 859G Companies Act
2006 this is a true and accurate
copy of the original.

Herbert Smith Freehills LLP

Herbert Smith Freehills LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date: 17 July 2019

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THIS DEED is made on

12 July

2019

BETWEEN:

- (1) THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEED (each a "Company" and together the "Companies"); and
- (2) BUTTERFIELD BANK (GUERNSEY) LIMITED a company governed by the laws of Guernsey, having its registered office at P.O. Box 25, Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3AP and registered with the Guernsey Registrar of Companies under number 21061 (the "Bank").

BACKGROUND:

- (A) Pursuant to a debenture dated 14 June 2018 between the Companies and the Bank (the "Original Debenture"), each Company created security over all of its assets as security for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Facility Letter (as defined below) is to be amended and restated by a supplemental agreement dated on or around the date of this Deed between, among others, the Companies and the Bank (the "Supplemental Agreement").
- (C) The Companies consider that the Security created by the Companies under the Original Debenture secures payment of the Secured Liabilities (as defined in the Original Debenture), but enters into this Deed in case it does not.
- (D) This Deed is supplemental to the Original Debenture.

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Amended and Restated Facility Letter (as defined below) and the Original Debenture (as the case may be) shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Amended and Restated Facility Letter" means the Facility Letter as amended and restated by the Supplemental Agreement.

"Facility Letter" means the letter dated 14 June 2018 between among others (1) Harlequin FC Holdings Limited as borrower and (2) the Bank.

"Real Property" means:

- (a) all of the freehold and/or leasehold property of each Company specified in Part A of Schedule 2 (*Real Property*);
- (b) all freehold and leasehold property or immovable property of each Company situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights.

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (*Construction and Third Party Rights*) of the Original Debenture shall apply to this Deed as if they were set out in this Deed.

1.3 Implied Covenants for Title

The obligations of each Company under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Bank may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

2. COVENANT TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Company covenants with the Bank to pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due in accordance with the terms of the relevant Finance Document, or if it does not specify a time for payment, immediately on demand by the Bank.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. SECURITY

3.1 Creation of Fixed Security

Each Company charges to the Bank by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Company at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of each Company's rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- 3.1.3 to the extent that the same are not the subject of a fixed charge under Clause 3.1.4 all Debts;
- 3.1.4 all Account Proceeds;
- 3.1.5 all of its Investments;
- 3.1.6 the Shares;
- 3.1.7 all of its Intellectual Property Rights;
- 3.1.8 all goodwill and uncalled capital;
- 3.1.9 the Undocumented Debt;
- 3.1.10 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the Insurance Policies and the Insurance Proceeds; and

3.1.11 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the Assigned Agreements and all Related Property Rights.

3.2 Assignments

Each Company assigns to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Company's rights to and title and interest from time to time in:

3.2.1 the Insurance Policies and the Insurance Proceeds; and

3.2.2 the Rental Income and all Related Property Rights; and

3.2.3 the Assigned Agreements and all Related Property Rights.

3.3 Preservation of Fixed Charge

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to the Amended and Restated Facility Letter, a Company is entitled to withdraw the proceeds of any book and other debts standing to the credit of an account held by such Company and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Company and the proceeds of those debts.

3.4 Each Company shall make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Part A of Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"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 [] in favour of Butterfield Bank (Guernsey) Limited referred to in the charges register or their conveyancer".

4. FLOATING CHARGE

4.1 Creation of Floating Charge

4.1.1 Each Company charges to the Bank by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Company's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*).

4.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.1.3 Without prejudice to Clause 4.1.2, the Bank reserves its rights to appoint an administrative receiver on and following the occurrence of an Event of Default in accordance with sections 72B and H (inclusive) of the Insolvency Act 1986.

4.2 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 4.2.1 any Company creates or attempts to create any Security over all or any of the Charged Assets without the prior consent of the Bank other than in accordance with the Amended and Restated Facility Letter; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other similar process against any of the Charged Assets; or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Company; or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

4.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Deed, the Bank may at any time:

- 4.3.1 following the occurrence of an Event of Default; or
- 4.3.2 if the Bank considers in good faith that any of the Charged Assets are in danger of being seized or sold (except as expressly allowed in the Amended and Restated Facility Letter) as a result of any legal process, are otherwise in jeopardy or the Bank reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of any Company,

by giving notice in writing to that effect to any Company convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. RANKING

- 5.1 Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security, ranking subject to the equivalent Security created by the Original Debenture until such time as the Security created by the Original Debenture ceases to have effect, at which time the Security purported to be created by this Deed shall be a first ranking Security.
- 5.2 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Deed still has effect.

6. NEGATIVE PLEDGE

Each Company undertakes to the Bank with respect to the Charged Assets that it shall not, except as expressly permitted by the Amended and Restated Facility Letter, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them.

7. INCORPORATION

The provisions of clause 2 (*Covenants to pay*) and clauses 6 (*Further Assurance*) to 27 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Deed as though they

were set out in full in this Deed except that references to "this Security Agreement" in the Original Debenture are to be construed as references to this Supplemental Debenture.

8. CONTINUATION

- 8.1 Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.
- 8.2 Each Company agrees that the execution of this Deed shall in no way prejudice or affect the Security granted by it (or the covenants given by it) under the Original Debenture.
- 8.3 References in the Original Debenture to "Security Agreement" and similar expressions shall be deemed to be references to the Original Debenture as supplemented by this Deed.
- 8.4 This Deed is designated a Finance Document.

9. COUNTERPARTS

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.

10. LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

11. ENFORCEMENT

- 11.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 11.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- 11.3 Notwithstanding Clause 11.1 above, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1**COMPANIES**

Name	Country of incorporation/formation	Registered number
HARLEQUIN FC HOLDINGS LIMITED	England and Wales	08822147
HARLEQUIN ESTATES (TWICKENHAM) LIMITED	England and Wales	01002965
HARLEQUIN COMMUNITY LIMITED	England and Wales	10984815

SCHEDULE 2

REAL PROPERTY

PART A

Legal Owner	Address	Tenure	Title Number
HARLEQUIN ESTATES (TWICKENHAM) LIMITED	Part of the land and buildings known as The Twickenham Stoop Stadium, Langhorn Drive, Twickenham, TW2 7SX and The Stoop Memorial Ground, Langhorn Drive, Twickenham shown edged red on the plan attached at Part B (Real Property) to this Schedule 2 <i>hatched blue</i>	Freehold	Part of TGL318831
	Land at Langhorn Drive, Twickenham shown edged red on the plan attached at Part C (Real Property) to this Schedule 2	Freehold	TGL439923

HSF

**PART B
PLAN**

HM Land Registry
Official copy of
title plan

Title number TGL318831
Ordnance Survey map reference TD1973NW
Scale 1:1250
Administrative area Richmond upon Thames



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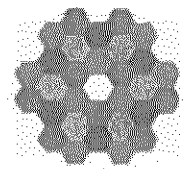


This official copy located on E5 form 3019 shows the title of this title plan as 12 June 2018 at 16:30:44.
It is admissible in evidence to the same extent as the original (s.87 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

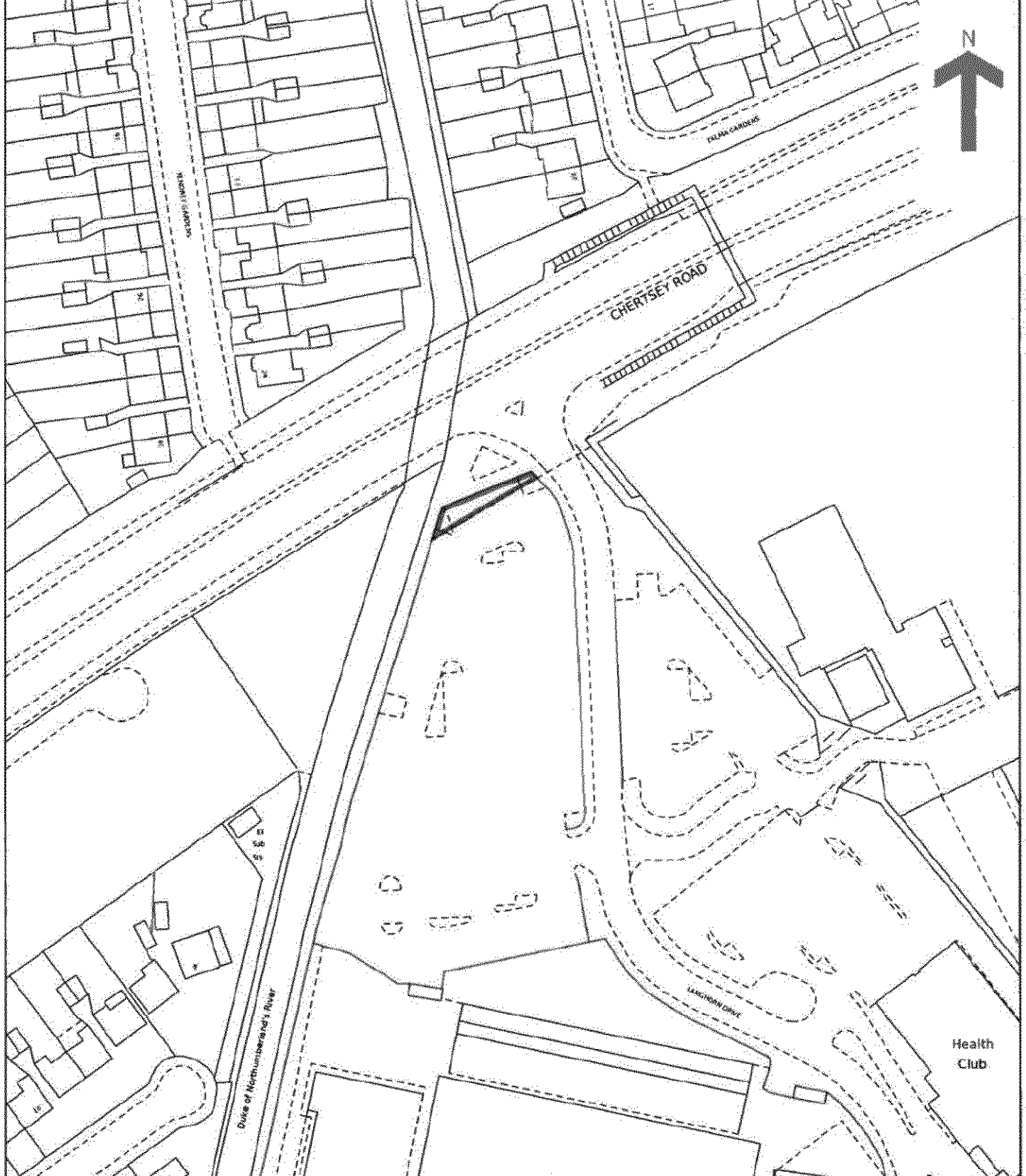
PART C
PLAN

HM Land Registry
Official copy of
title plan

Title number **TGL439923**
Ordnance Survey map reference **TQ1573NW**
Scale **1:1250**
Administrative area **Richmond upon Thames**



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THE COMPANIES

EXECUTED AS A DEED by)
HARLEQUIN FC HOLDINGS LIMITED)
acting by)

[Redacted Signature]

Director

In the presence of:)

Signature of witness

[Redacted Signature]

Name of witness

(in BLOCK CAPITALS)

TES CHADEESINGH

Address of witness

[Redacted Address Line 1]

[Redacted Address Line 2]

[Redacted Address Line 3]

[Redacted Address Line 4]

EXECUTED AS A DEED by
HARLEQUIN ESTATES
(TWICKENHAM) LIMITED
acting by

in the presence of:

)
)
)
)
)
)

[Redacted]

Director

Signature of witness

[Redacted]

Name of witness

(in BLOCK CAPITALS)

TES CHADEESINGH

Address of witness

[Redacted]

[Redacted]

[Redacted]

[Redacted]

EXECUTED AS A DEED by
HARLEQUIN COMMUNITY LIMITED
acting by

)
)
)
)
)
)

[Redacted]

Director

in the presence of:

Signature of witness

[Redacted]

Name of witness

(in BLOCK CAPITALS)

JES CHADEE SINGH

Address of witness

[Redacted]

[Redacted]

[Redacted]

[Redacted]

THE BANK

EXECUTED AS A DEED by)
BUTTERFIELD BANK (GUERNSEY))
LIMITED)
a company incorporated in Guernsey -)

acting by Edward Jones, Vice)
President, client relationships)
and Richard Saunders,)
managing director)
being persons who in accordance with)
the laws of that territory are acting under)
the authority of that company)

Butterfield Bank (Guernsey) Limited
Signed [redacted] name of the company

Auth [redacted]

Authorised Signatory