



**Registration of a Charge**

Company name: **SOUTHAMPTON FOOTBALL CLUB LIMITED**

Company number: **00053301**



X981T1BT

Received for Electronic Filing: **03/07/2020**

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**Details of Charge**

Date of creation: **30/06/2020**

Charge code: **0005 3301 0036**

Persons entitled: **MSD UK HOLDINGS LIMITED (AS SECURITY AGENT)**

Brief description: **LEASHOLD PROPERTIES HELD IN THE NAME OF SOUTHAMPTON FOOTBAL CLUB LIMITED, INCLUDING: PROPERTY LOCATED AT SUB-STATION SITE ON THE WEST SIDE OF MELBOURNE STREET, SOUTHAMPTON BEARING TITLE NO. HP588414; PROPERTY LOCATED AT THE LAND AT MELBOURNE STREET, SOUTHAMPTON BEARING TITLE NO. HP620843. FOR ADDITIONAL DETAILS PLEASE REFER TO SCHEDULE 1 OF THE SECURITY INSTRUMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **ANDREW PAISLEY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 53301

Charge code: 0005 3301 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2020 and created by SOUTHAMPTON FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2020 .

Given at Companies House, Cardiff on 6th July 2020

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

30 June 2020

**SOUTHAMPTON FOOTBALL CLUB LIMITED**

(as the Supplemental Chargor)

and

**MSD UK HOLDINGS LIMITED**

(as the Security Agent)

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**SUPPLEMENTAL SECURITY DEED**

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**LATHAM & WATKINS**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Andrew Paisley

Name: Andrew Paisley

Title: Solicitor

Date: 1 July 2020

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**THIS SUPPLEMENTAL SECURITY DEED** is made on 30 June 2020

**BETWEEN:**

- (1) **St Mary's Football Group Limited**, a company incorporated in England and Wales with registered number 06951765 (the "**Parent**");
- (2) **Southampton Football Club Limited**, a company incorporated in England and Wales with registered number 00053301 (the "**Supplemental Chargor**"); and
- (3) **MSD UK Holdings Limited**, as the security trustee for itself and the other Secured Parties (the "**Security Agent**").

**RECITALS:**

This deed is supplemental to a debenture dated 29 June 2020 between, amongst others, the Parent, the chargors named therein (including the Supplemental Chargor), and the Security Agent (the "**Debenture**").

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined in this deed, terms defined in the Debenture and Term Loan Agreement (as applicable) shall have the same meaning when used in this deed.

In addition, the following definitions shall also apply in this deed:

**"Property"** means the property specified in Schedule 1 (*Details of Property*) including:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Supplemental Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

**1.2 Construction**

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.

**2. COVENANT TO PAY**

The Supplemental Chargor, as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Liabilities when they fall due for payment.

### **3. CHARGING PROVISIONS**

#### **3.1 Specific Security**

The Supplemental Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee the following assets, both present and future, from time to time, owned by it or in which it has an interest:

- (a) by way of first ranking legal mortgage, the Property now belonging to or vested in it; and
- (b) by way of first ranking fixed charge all other interests (not effectively charged under Clause 3.1(a) above) in relation to the Property and the benefit of all other agreements relating to that asset;

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by the Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

### **4. NEGATIVE PLEDGE**

The Supplemental Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the assets charged under this deed; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this deed or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Term Loan Agreement or with the prior consent of the Security Agent.

### **5. INCORPORATION OF TERMS FROM DEBENTURE**

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 3.5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 25 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
  - (i) “this Debenture” or “this deed” and other similar expressions were a reference to this deed;
  - (ii) “Chargor” was a reference to the Supplemental Chargor under this deed; and

- (iii) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this deed.
- (b) The representations and warranties made in Clause 6 of the Debenture and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date and, if a Repeating Representation, on each date that the Repeating Representations are repeated under the Term Loan Agreement.

## **6. THE DEBENTURE**

The Debenture shall remain in full force and effect as supplemented by this deed.

## **7. DESIGNATION**

This deed is designated as a Finance Document.

## **8. ACKNOWLEDGEMENT BY THE SECURITY AGENT**

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Debenture; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargor under this deed.

## **9. NOTICES**

The Supplemental Chargor confirms that its address details for notices are as follows:

Address: St Mary’s Stadium, Britannia Road, Southampton, UK SO14 5FP

Facsimile: N/A

Email: [tsteele@saintsfc.co.uk](mailto:tsteele@saintsfc.co.uk)

Attention: Toby Steele

## **10. GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.

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

## SCHEDULE 1

### DETAILS OF PROPERTY

<b>Supplemental Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No.</b>
Southampton Football Club Limited (CRN 53301)	Southampton	Sub-station site on the west side of Melbourne Street, Southampton	Leasehold	HP588414
Southampton Football Club Limited (CRN 53301)	Southampton	The land at Melbourne Street, Southampton	Leasehold	HP620843

**SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED**

**THE SUPPLEMENTAL CHARGOR**

**EXECUTED as a DEED by**

**SOUTHAMPTON FOOTBALL CLUB LIMITED acting by:**

**REDACTED**

as Director:

Toby Steele

REDACTED

Witness:

Name:

Zoe O'Sullivan

Address:

St Mary's Stadium, Britannia Rd, Southampton SO14 5FP

Occupation:

Solicitor

**Notice Details**

Attention: Toby Steele

Address: St Mary's Stadium, Britannia Road,  
Southampton, UK

SO14 5FP

Email: [tsteele@saintsfc.co.uk](mailto:tsteele@saintsfc.co.uk)

Facsimile: N/A

THE PARENT

EXECUTED as a DEED by

ST MARY'S FOOTBALL GROUP LIMITED acting by:

**REDACTED**  as Director:

Martin Semmens

Witness: REDACTED

Name: Zoe O'Sullivan

Address: St Mary's stadium, Britannia Rd, Southampton SO14 5FP

Occupation: Solicitor

**Notice Details**

Attention: Toby Steele

Address: St Mary's Stadium, Britannia Road,  
Southampton, UK

SO14 5FP

Email: [tsteele@saintsfc.co.uk](mailto:tsteele@saintsfc.co.uk)

Facsimile: N/A

**THE SECURITY AGENT**

**EXECUTED** by:

**MSD UK HOLDINGS LIMITED** acting by:

**REDACTED**

Name: *Marcello Liguori*

Title: *Director*

**Notice Details**

Attention: Marcello Liguori

Address: MSD Partners, L.P.

645 Fifth Ave, 21st Floor

New York, NY

10022 5910

Email: [mliguori@msdpartners.com](mailto:mliguori@msdpartners.com)

Facsimile: N/A