



Registration of a Charge

Company name: **BURNLEY FOOTBALL & ATHLETIC COMPANY,LIMITED(THE)**
Company number: **00054222**



Received for Electronic Filing: **31/12/2020**

Details of Charge

Date of creation: **30/12/2020**
Charge code: **0005 4222 0026**
Persons entitled: **MSD UK HOLDINGS LIMITED (AS SECURITY AGENT)**
Brief description: **VARIOUS LEASEHOLD AND FREEHOLD PROPERTIES HELD IN THE NAME OF BURNLEY FOOTBALL & ATHLETIC COMPANY LIMITED (THE), INCLUDING: LEASEHOLD LAND AT TURF MOOR, HARRY POTTS WAY, BURNLEY BB10 4BX BEARING TITLE NO. LAN39180. FOR ADDITIONAL LISTINGS AND DETAILS, PLEASE REFER TO SCHEDULE 2 OF THE SECURITY 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: **ANDREW PAISLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 54222

Charge code: 0005 4222 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2020 and created by BURNLEY FOOTBALL & ATHLETIC COMPANY,LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2020 .

Given at Companies House, Cardiff on 2nd January 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 30 December 2020

BETWEEN:

- (1) **THE ENTITIES** listed in Schedule 1 (*The New Chargors*) (the “**New Chargors**” and each a “**New Chargor**”); and
- (2) **MSD UK HOLDINGS LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This Deed is supplemental to a debenture dated 23 December 2020 between Calder Vale Holdings Limited as Chargor and the Security Agent (the “**Debenture**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed.

1.2 Construction

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. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New 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.

2.3 Specific Security

- (a) Each New 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:
 - (i) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)); and
 - (ii) by way of first fixed charge:
 - (A) all other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;

- (B) all of its rights, title and interest in the Intellectual Property;
- (C) all of its rights, title and interest in the Equipment;
- (D) all the Investments, Shares and all corresponding Related Rights;
- (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (G) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (H) its goodwill and uncalled capital; and
- (I) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies and the Intra-Group Debt Documents,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by each New 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.

2.4 Security Assignment

As further security for the payment of the Secured Liabilities, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (a) the Intra-Group Debt Documents; and
- (b) the Insurance Policies,

(subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Liabilities).

2.5 Floating charge

- (a) As further security for the payment of the Secured Liabilities, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3. NEGATIVE PLEDGE

No New Chargor may:

- (a) create or agree to create or permit to subsist any Security Interest or Quasi-Security over all or any part of the Charged Property under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this Deed (other than in respect of assets charged under Clause 2.5(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) 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.

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

5. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document.

6. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

7. NOTICES

Each New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as shown immediately after its name on the execution pages of this Deed.

8. GOVERNING LAW

This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

SCHEDULE 1

THE NEW CHARGORS

Name of New Chargor	Registration Number	Jurisdiction	Registered Address
Burnley FC Holdings Limited	08335231	England and Wales	Turf Moor, Harry Potts Way, Burnley, Lancashire, United Kingdom, BB10 4BX
Burnley Football & Athletic Company,Limited(The)	00054222	England and Wales	Turf Moor, Harry Potts Way, Burnley, Lancashire, United Kingdom, BB10 4BX
Longside Properties Limited	05202619	England and Wales	Turf Moor, Harry Potts Way, Burnley, Lancashire, United Kingdom, BB10 4BX

SCHEDULE 2**PROPERTIES****Registered Land**

New Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
Longside Properties Limited	Lancashire: Burnley	Freehold land at Turf Moor, Harry Potts Way, Burnley BB10 4BX	Freehold	LAN33148
Burnley Football & Athletic Company,Limited(The)	Lancashire: Burnley	Leasehold land at Turf Moor, Harry Potts Way, Burnley BB10 4BX	Leasehold	LAN39180
Longside Properties Limited	Lancashire: Burnley	Land lying to the east of Turf Moor, Harry Potts Way, Burnley BB10 4BX	Freehold	LAN199052
Longside Properties Limited	Lancashire: Burnley	Home Farm, Habergham Drive, Burnley BB12 8UA	Freehold	LA934999
Burnley Football & Athletic Company,Limited(The)	Lancashire: Burnley	Home Farm, Habergham Drive, Burnley BB12 8UA	Leasehold	LAN32986
Longside Properties Limited	Lancashire: Burnley	The Leisure Centre, Harry Potts Way, Burnley BB10 4BX	Freehold	LA925928
Burnley Football & Athletic Company,Limited(The)	Lancashire: Burnley	The Leisure Centre, Harry Potts Way, Burnley BB10 4BX	Leasehold	LAN119765
Burnley Football & Athletic Company,Limited(The)	Lancashire: Burnley	Land on the north and south sides of Molly	Freehold	LA354452

		Wood Lane, Hampton		
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Unregistered Land

<u>New Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Freehold or Leasehold</u>
None			

SCHEDULE 3
SHARES AND INVESTMENTS

Shares

Name of New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
N/A	N/A	N/A

Investments

Name of New Chargor which holds the investments	Name of company issuing shares	Number and description of investments
N/A	N/A	N/A

SCHEDULE 4
INTELLECTUAL PROPERTY

Name of New Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
N/A	N/A	N/A	N/A	N/A	N/A

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

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

REDACTED

Signature of Director:

Name of Director:

Michael Smith

in the presence of:

Signature of Witness:

Name of witness:

Address:

REDACTED

James Smith

REDACTED

REDACTED

REDACTED

Occupation of witness:

self-employed

Notice Details

Attention: Alan Pace and Mike Smith

Address: Turf Moor, Harry Potts Way, Burnley, Lancashire BB10 4BX

Email: msmith@alkecapital.com and apace@alkecapital.com

Facsimile: N/A

EXECUTED AS A DEED by)
BURNLEY FOOTBALL & ATHLETIC)
COMPANY, LIMITED (THE)
acting by)

REDACTED

Signature of Director:

Name of Director:

Michael Smith

in the presence of:

Signature of Witness:

Name of witness:

Address:

REDACTED

James Smith

REDACTED

REDACTED

REDACTED

Occupation of witness:

Self-employed

Notice Details

Attention: Alan Pace and Mike Smith

Address: Turf Moor, Harry Potts Way, Burnley, Lancashire BB10 4BX

Email: msmith@alkcapital.com and apace@alkcapital.com

Facsimile: N/A

EXECUTED AS A DEED by
LONGSIDE PROPERTIES LIMITED
acting by

)
)
)

REDACTED

Signature of Director:

Name of Director:

Michael Smith

in the presence of:

Signature of Witness:

Name of witness:

Address:

REDACTED
Jamie Smith
REDACTED
REDACTED
REDACTED

Occupation of witness:

self-employed

Notice Details

Attention: Alan Pace and Mike Smith

Address: Turf Moor, Harry Potts Way, Burnley, Lancashire BB10 4BX

Email: msmith@alkecapital.com and apace@alkecapital.com

Facsimile: N/A

THE SECURITY AGENT

EXECUTED as a DEED by
MSD UK HOLDINGS LIMITED acting by:

Marcello Liguori

as Authorised Signatory: <

REDACTED

Notice Details

Attention: Marcello Liguori
Address: MSD Partners, L.P.
645 Fifth Ave, 21st Floor
New York, NY
10022 5910
Email: mliguori@msdpartners.com
Facsimile: N/A