

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

**You can use the WebFiling service to file this form online.**

Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is NOT**  
You may not use this form to  
register a statement of s  
in full or in part of a mor  
charge against an LLP U  
LL MR04

WEDNESDAY



A22 \*A4GKVYIT\* #89  
23/09/2015  
COMPANIES HOUSE

### 1 Company details

Company number 0 3 0 9 9 4 2 7

Company name in full Vector Trading Limited

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 3 0 0 5 2 0 0 3

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\*

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Vector trading debenture second amendment agreement dated 30th  
May 2003 between the Company and Vector Investments Limited  
(the "Second Amended Vector Trading Debenture")

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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<b>A4</b>	<b>Short particulars of the property or undertaking charged</b>	
	Please give the short particulars of the property or undertaking charged	
Short particulars	see Rider	<b>Continuation page</b> Please use a continuation page if you need to enter more details

**Part B Charges created on or after 06/04/2013**

<b>B1</b>	<b>Charge code</b>															
	Please give the charge code. This can be found on the certificate.															
Charge code <sup>①</sup>	<table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>					-					-					<b>① Charge code</b> This is the unique reference code allocated by the registrar
				-					-							

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## Part C To be completed for all charges

### C1 Satisfaction

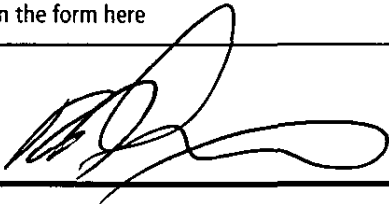
I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

- ☒ In full  
☐ In part

### C2 Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement
Name	Ben Keshiro
	Please give the address of the person delivering this statement
Building name/number	16
Street	Palace Street
Post town	London
County/Region	
Postcode	S W 1 E 5 J Q
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	Chargor

### C3 Signature

	Please sign the form here
Signature	<div>Signature X  X</div>

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**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Becky Hewett**

Company name **KPMG LLP**

Address **15 Canada Square**

Post town **London**

County/Region

Postcode **E 1 4 5 G L**

Country **United Kingdom**

DX **157460 Canary Wharf 5**

Telephone **020 7311 8229**

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- Part A Charges created before 06/04/2013**
  - ☐ You have given the charge date
  - ☐ You have given the charge number (if appropriate)
  - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **Part B Charges created on or after 06/04/2013**  
You have given the charge code
- ☐ **Part C To be completed for all charges**
  - ☐ You have ticked the appropriate box in Section C1
  - ☐ You have given the details of the person delivering this statement in Section C2
  - ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANY: VECTOR TRADING LIMITED  
COMPANY NO. 3099427

Rider

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee thereby:
  - 1.1 charges by way of legal mortgage with the payment, performance or other discharge of the Secured Obligations all (if any) freehold and/or leasehold property now vested in the Company for its own use and benefit and briefly described in Schedule 1 of the Debenture thereto being the property comprised in and demised by the Underlease and the Other Underlease,
  - 1.2 charges by way of legal mortgage with the payment, performance or other discharge of the Secured Obligations all (if any) estates and interests in freehold and/or leasehold property in England and Wales now beneficially vested in the Company and not described in Schedule 1 of the Debenture thereto;
  - 1.3 charges by way of fixed equitable charge with the payment, performance or other discharge of the Secured Obligations all (if any) other estates or interests in freehold, leasehold or other immovable property wheresoever situate (other than in Scotland) at the date of the Debenture or at any time thereafter vested in the Company or to which it is or may at any time thereafter be or become entitled,  
  
together in each such case with all buildings and fixtures at any time on such property, or any part of it
- 2 The Company with full title guarantee thereby charges by way of fixed charge with the payment, performance or other discharge of the Secured Obligations
  - 2.1 all of the following, namely:
    - 2.1.1 all the Company's existing and future book debts,
    - 2.1.2 all other debts of whatsoever kind which at the date of the Debenture were or at any time thereafter shall be owing to the Company (including, without limitation, debts represented by credit balances on accounts at, or deposits with, the Assignee or any bank or other financial institution);
    - 2.1.3 all other monetary claims and rights to payment (inclusive of claims and rights depending on the outcome of any contingency or the performance by the Company or any other person of any obligation) to which the Company at the time of the Debenture was or shall at any time thereafter be entitled together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees, indemnities, liens and security interests of any sort);
    - 2.1.4 (if for any reason not forming part of the debts, claims and rights described at 2.1.1, 2.1.2 or 2.1.3 above and to the extent not forming part thereof) all Insurance Proceeds (as defined in the Debenture) including in particular, but without limitation, all insurances effected and all Insurance Proceeds (as defined

in the Debenture) in relation to the Company's Real Estate and all rents, licence fees, royalties, dividends, interest and other payments (whether of an income or capital nature) deriving from or forming part of the Company's Intellectual Property or the Company's Real Estate or any property of the Company falling within any of the several descriptions at 2.2 and 2.7 below,

- 2.1.5 the proceeds of the sale of any of the Company's Real Estate together with the benefit of any covenants for title given in relation to the Company's Real Estate and the benefit of all the Company's rights, present and future against any lessee, sub-lessee, licensee or other occupier of any such property for the time being (including rights to rental and other income) and, in each case, the Company's rights against guarantors and sureties for the obligations of such persons,
- 2.1.6 the benefit of all of the Company's rights, present and future, against persons in connection with any works carried out and/or services and/or goods supplied in the design, construction, fitting out, repair or replacement of any of the Company's Real Estate, and
- 2.1.7 the benefit of all of the Company's rights, present and future, under any contract for the sale, letting or other disposal of any of the Company's Real Estate and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Company's Real Estate,

together in each case with the benefit of all guarantees, vendor's and other liens, reservations of title, rights or tracing and other securities for payment or performance of any of the several items described in 2.1.1, 2.1.2, 2.1.3 and 2.1.4 above,

- 2.2 all shares, stock, debentures, bonds, debenture stock, bonds, rights of conversion, rights of subscription and other securities of whatsoever kind issued by any government, state, authority, international organisation, the European Union or any of its organs or agencies or any body corporate or other entity of any kind whatsoever together with any interest in any unincorporated business or entity, to which, or to any interest in which, the Company at the time of the Debenture was or at any time thereafter may become entitled,
- 2.3 all the Company's existing and future interests of whatsoever kind in:
  - 2.3.1 any patent, trade mark (registered or unregistered), service mark (registered or unregistered), brand name, registered design, copyright, design right, know-how, invention, trade secrets, confidential information or other intellectual property, including the benefit of any pending applications for any of the foregoing (in each case wherever situate and irrespective of whether enjoying legal protection in any part of the United Kingdom or elsewhere); and
  - 2.3.2 any licence or other right under or in respect of any property of any kind described at 2.3.1 above,
- 2.4 the goodwill of the Company,
- 2.5 the uncalled capital of the Company, both existing at the date of the Debenture (if any) and future and including future calls, whether made by the Company's directors or any administrator, receiver or liquidator;

- 2.6 all vehicles and other plant and machinery at the date of the Debenture or at any time thereafter belonging to the Company but exclusive of
  - 2.6.1 vehicles and other plant and machinery forming part of the Company's stock in trade,
  - 2.6.2 plant and machinery which as a fixture is subject to a charge under Clause 3.1 of the Debenture, and
  - 2.6.3 vehicles and other plant and machinery from time to time situated in Scotland;
- 2.7 all chattels at the date of the Debenture or at any time thereafter leased, rented, hired out or let by the Company to any other person together with the benefit of the relevant lease, rental contract, hire contract or letting agreement and all guarantees and other securities for the performance of obligations under any of the foregoing.
- 3. The Company with full title guarantee thereby charges by way of floating charge with the payment, performance or other discharge of the Secured Obligations all the following, namely:
  - 3.1 all land and buildings in Scotland of whatsoever tenure at the date of the Debenture or at any time thereafter owned by the Company, and
  - 3.2 all the remainder of the Company's undertaking, property and assets, whatsoever and wheresoever, present and future, not for the time being effectively charged under Clause 1 or 2 above
- 4. The Company shall not at any time during the continuance of the security and without the prior written consent or agreement of the Assignee.
  - 4.1 (otherwise than in favour of the Assignee pursuant to any provision of those presents) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation of lien (other than a Permitted Lien (as defined in the Debenture)) or other security interest of any kind, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges constituting the Security other than the Second Security Assignment or the Security Assignment or the Third Security Assignment; or
  - 4.2 sell, transfer, lease (other than as permitted by the proviso to Clause 10.1(f) of the Debenture), lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertaking or (save in the normal course of trading) of the Floating Charge Property, or enter into any agreement (otherwise than an agreement conditional upon the consent or agreement of the Assignee being obtained) for any such sale, transfer, lease, loan or other disposal provided that nothing in paragraph 4.2 shall prevent the sale or other disposal of chattels which the Company reasonably believes to have become obsolete, of stock-in-trade on arm's length terms at open market value in the normal course of trading or of chattels the aggregate open market value of which shall not exceed £20,000 in any period of 12 months
  - 4.3 not without the prior written consent of the Assignee confer on any other person any right or licence to occupy any land or buildings forming part of the Company's Real Estate or

any licence to assign or sub-let any part of the Company's Real Estate provided that nothing in this paragraph 4.3 shall prevent the grant by the Company of the City Room Lease (as defined in the Debenture) and leases (other than leases at a premium) of parts of Phase 1 other than the Arena, the Car Park (as defined in the Debenture) and the City Room provided that such leases are granted at arm's length and on the best terms that are reasonably obtainable in the open market having regard to any practice then current in the market of allowing any rent free period or other inducement to becoming tenants and having regard to the Assignee's overall letting policy and commercial objectives for Phase 1

## **5. Collection of Debts**

- 5.1 (Subject, as provided by clause 9.3 of the Debenture, with respect of Insurance Proceeds (as defined in the Debenture) the Company shall at all times during the continuance of the security pay into such account with such bank as the Assignee shall stipulate all moneys which the Company may receive in respect of the Company's Book and Other Debts and shall observe all such restrictions as the Assignee may from time to time impose on the withdrawal of money standing to the credit of such account
- 5.2 (Subject, as aforesaid, with respect to Insurance Proceeds (as defined in the Debenture)) the Company shall not at any time during the continuance of the security without prior written consent of the Assignee deal with the Company's Book and Other Debts otherwise than by getting in the same and making payment thereof into such account as is referred to in clause 7.1 of the Debenture. Without prejudice to the generality of clause 4.1(b) of the Debenture and the foregoing provisions of clause 7.2 of the Debenture, the Company shall not at any such time factor or discount any of the Company's Book and Other Debts or enter into any agreement for such factoring or discounting

## **Definitions**

**"Amended and Restated Lease Agreement"** means the amended and restated lease agreement between Capital Bank Leasing 12 Limited ("Capital Bank Leasing") and the Assignee dated on or about the date thereof,

**"Arena"** means The International Olympic Arena, Manchester comprised within Phase 1;

**"Assignee Rights"** means the Assignee's rights, powers and remedies (whether deriving from the provisions of those presents or vested in it by law) in relation to the security and those presents;

**"Charged Property"** means all property subject to the Debenture;

**"City Room"** means Unit 3 of the City Room at Victoria Station, Manchester comprised within Phase 1;

**"Company's Book and Other Debt"** means all those debts, claims and rights mentioned in clause 2.1.1 – 2.1.4 (inclusive) above;

**"Company's Intellectual Property"** means all interests of the Company mentioned in clause 3.2(c) of the Debenture,

**"Company's Real Estate"** means



- (a) all property at the date of the Debenture or at any time thereafter vested in the Company and referred to in clause 1 of Rider 2 above and
- (b) all heritable and/or leasehold property in Scotland at the date of the Debenture or at any time thereafter owned by the Company;

**"Debenture"** means the debenture between the Company and the Assignee dated 29th December 1995;

**"Vector Investments Debenture"** the debenture dated the 29<sup>th</sup> December 1995 given by the Assignee in favour of the Security Trustee over all the assets, business and undertaking of the Assignee;

**"Deed of Priorities"** the deed of priorities dated the 29<sup>th</sup> December 1995 between the Security Trustee, Bovis Construction Limited, the Co-operative Bank plc, the Assignee and the Company regulating the priority of the Security Interests constituted by, inter alia, the Existing Security, the Vector Investments Debenture, the Security Account Charge (as defined in the Amended and Restated Lease Agreement), the Security Assignment, the Second Security Assignment, the Debenture, the Vector Trading Security Assignment and the Second Vector Trading Security Assignment;

**"Deed of Priorities Amendment Agreement"** an agreement, dated on or about the 12<sup>th</sup> September 1997 executed by the Security Trustee, Bovis Limited, the Co-Operative Bank plc, the Assignee and the Company amending certain provisions of the Deed of Priorities;

**"Existing Security"** means the Bovis Construction Security, the Collective Security and the Co-Op Bank Security (as defined in the Amended and Restated Lease Agreement);

**"Financing Documents"** means subject to clause 12(f) of the Amended and Restated Lease Agreement, the Vector Investments Debenture, the Deed of Priorities, the Deed of Priorities Amendment Agreement, the Other Lease Agreements, the Other Provision Agreements, the Plant and Machinery Provision Agreement, the Security Assignment, the Debenture, the Vector Trading Debenture Amendment Agreement, the Second Amended Vector Trading Debenture, the Vector Trading Security Assignment, the Second Security Assignment, the Second Vector Trading Security Assignment, the Third Security Assignment, the Third Vector Trading Security Assignment and the New Security Assignment;

**"Floating Charge Property"** means all property subject to the charge created by Clause 3.3 of the Debenture, but excluding any land in Scotland which is also subject to a standard security executed pursuant to Clause 6.1 of the Debenture or other effective fixed security of whatsoever kind created or granted pursuant to that clause,

**"Other Lease Agreements"** the two lease agreements each dated the 29<sup>th</sup> December 1995 lettered B and C respectively and made between in each case, Capital Bank Leasing and the Assignee and any lease agreement or agreements entered into pursuant to clause 15(m) or pursuant to clause 15(n) of either of such lease agreements,

**"Other Provision Agreements"** the two provision agreements each dated the 29<sup>th</sup> December 1995 lettered B and C respectively and made between the Other Lessors (as defined in the Amended and Restated Lease Agreement) and the Assignee,

**"Other Underlease"** means the underlease dated 29<sup>th</sup> December 1995 granted by the Assignee to the Company of Arena Point Office Block, the Multiplex Cinema Unit (as defined in the Debenture), the City Room (other than Unit 3 thereof), City Square and the basement storage area beneath the multi-storey car park at Victoria Station, Manchester comprised within Phase 1 (so far as not comprised in the Operating Agreement (as defined in the Debenture)), all at Victoria Station, Manchester,

**"New Security Assignment"** the security assignment dated 2nd October 2000 given by the Assignee in favour of the Security Trustee,

**"Phase 1"** means phase 1 of the redevelopment of Victoria Station, Manchester,

**"Plant and Machinery Provision Agreement"** the agreement dated the 29<sup>th</sup> December 1995 lettered A and made between the Capital Bank Leasing and the Assignee under the terms of which Capital Bank Leasing has agreed to reimburse expenditure incurred by the Assignee on the provision of the Plant and Machinery (as defined in the Amended and Restated Lease Agreement), subject to the terms and conditions thereof,

**"Second Security Assignment"** means the security assignment dated 12<sup>th</sup> September 1997 given or to be given by the Assignee in favour of the Security Trustee over all the Assignee's right, title, interest and benefit to and in the Second Vector Trading Security Assignment, the Other Underlease and the City Room Lease (as defined in the Amended and Restated Lease Agreement),

**"Security Assignment"** means the security assignment dated 29<sup>th</sup> December 1995 given by the Assignee in favour of the Security Trustee over all the Assignee's right, title, interest and benefit to and in, inter alia, the Arena Lease, the Operating Agreement, the Underlease (as defined in the Amended and Restated Lease Agreement), the Vector Trading Security Assignment (each as defined in the Amended and Restated Lease Agreement), the Debenture and the Bank of Scotland Account (as defined in the Amended and Restated Lease Agreement) and including the New Security Assignment,

**"Security Interests"** means any mortgage, charge, pledge, lien, right of set-off, assignment by way of security, retention of title or any security interest by way of security, retention of title or any security interest whatsoever, howsoever created or arising,

**"Second Vector Trading Security Assignment"** the security assignment dated 12th September 1997 given or to be given by the Company in favour of the Assignee over all the Company's right, title, interest and benefit to the Other Underlease (as defined in the Amended and Restated Lease Agreement) and in the City Room Lease (as defined in the Amended and Restated Lease Agreement),

**"Security Trustee"** means Capital Bank Corporate Finance plc (previously called NWS Corporate Finance plc), a company registered in England, whose registered number is 02694310 and whose registered office is at Capital House, City Road, Chester, XCH99 3AN, which expression shall include its successors in title and assigns,

**"the Security"** means collectively the charges created by Clause 3.1, 3.2 and 3.3 of the Debenture and all other mortgages, fixed charges and floating charges and other security interest of whatsoever kind created or granted, or to be created or granted, by these presents;

**"Third Security Assignment"** means the security assignment, dated on or about the Effective date, executed by the Assignee in favour of the Security Trustee assigning, by way of security, all the

Assignee's rights, title, interest and benefit to and in the Third Vector Trading Security Assignment and the New Leases (as defined in the Amended and Restated Lease Agreement),

**"Third Vector Trading Security Assignment"** means the security assignment, dated on or about the Effective Date (as defined in the Amended and Restated Lease Agreement), executed by the Company in favour of the Assignee assigning, by way of security all the Company's rights, title, interest and benefit to and in Arena Lease Levels 1 and 2, Arena Lease Level 3 and Arena Lease Level 4 (as defined in the Amended and Restated Lease Agreement),

**"Underlease"** means the underlease of 29th December 1995 granted therewith under the Debenture by the Assignee to the Company of property comprising the whole of Phase 1 other than.

- (a) the Arena (as defined in the Debenture);
- (b) the Excluded Property (as defined in the Debenture) (the multi-storey car park and Unit 3 The City Room at Victoria Station, Manchester forming part of such property);

**"Vector Investments Debenture"** means the debenture dated the 29<sup>th</sup> December 1995 given by the Assignee in favour of the Security Trustee over all the assets, business and undertaking of the Assignee,

**"Vector Trading Debenture Amendment Agreement"** means an agreement, dated on or about 12<sup>th</sup> September 1997 executed by the Company in favour of the Assignee amending certain provisions of the Debenture,

**"Vector Trading Security Assignment"** means the security assignment dated 29<sup>th</sup> December 1995 given by the Company in favour of the Assignee over all the Company's right, title, interest and benefit to and in, inter alia, the Operating Agreement (as defined in the Amended and Restated Lease Agreement).