



Registration of a Charge

Company name: **SKYPARKSECURE LTD.**

Company number: **05602720**

Received for Electronic Filing: **22/01/2021**



X9WQWXW8

Details of Charge

Date of creation: **15/01/2021**

Charge code: **0560 2720 0002**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

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:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5602720

Charge code: 0560 2720 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2021 and created by SKYPARKSECURE LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2021 .

Given at Companies House, Cardiff on 25th 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

DEED OF ACCESSION

THIS DEED is dated 15 January 2021

BETWEEN:

- (1) **SKYPARKSECURE LTD.** (registered number 05602720) with its registered office at 6th Floor Olympic House, Manchester Airport, Manchester, United Kingdom, M90 1QX (the **Additional Chargor**);
- (2) **MANCHESTER AIRPORT GROUP INVESTMENTS LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Obligor Security Agreement referred to below (the **Security Group Agent**); and
- (3) **CITICORP TRUSTEE COMPANY LIMITED** as security trustee for the Obligor Secured Creditors under and as defined in the STID referred to below (the **Obligor Security Trustee**).

BACKGROUND:

- (A) The Additional Chargor is a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a security agreement dated 14 February 2014 (the **Obligor Security Agreement**) between the Parent, the other Chargors under and as defined in the Obligor Security Agreement and the Obligor Security Trustee.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Obligor Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the STID, the Common Terms Agreement and the Master Definitions Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

Terms defined in the Obligor Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is an Obligor Document.

2 ACCESSION

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Obligor Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Obligor Security Agreement which are expressed to be binding on a Chargor.

3 SECURITY

- (a) Paragraphs (a) to (h) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.

- (b) All this Security:
- (i) is created in favour of the Obligor Security Trustee for itself and as trustee on behalf of the other Obligor Secured Creditors;
 - (ii) is created over present and future assets of the Additional Chargor;
 - (iii) is security for the payment, discharge and performance of all the Obligor Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the Additional Chargor is required to assign or charge or otherwise secure an agreement under this Deed (or charges it or any real property by way of a first fixed charge and the assignment or charge or other security would breach or contravene a term of that agreement or lease, deed or document relating to real property or restriction on title because a third party's consent has not been obtained):
- (i) the Additional Chargor must notify the Obligor Security Trustee as soon as reasonably practicable;
 - (ii) the assignment, charge or other security will not take effect until the consent of that third party has been obtained;
 - (iii) unless the Obligor Security Trustee otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use reasonable endeavours lawfully available to it to, as soon as practicable, obtain the consent of that third party or otherwise avoid the constraints on assigning, charging or otherwise securing that agreement or lease, deed or document relating to real property or restriction on title; and
 - (iv) the Additional Chargor must as soon as reasonably practicable supply to the Obligor Security Trustee either a copy of the consent obtained by it, or details of the avoidance referred to at (iii) above (as applicable).
- (d) The Obligor Security Trustee holds the benefit of this Deed on trust for the Obligor Secured Creditors.
- (e) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security.
- (f) The Additional Chargor:
- (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of the schedule to this Deed;
 - (ii) charges by way of a first fixed charge all shares owned by it and specified in Part 2 of the schedule to this Deed;
 - (iii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 3 of the schedule to this Deed; and

- (iv) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 4 of the schedule to this Deed.
- (g) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyance on behalf of the proprietor of the registered estate that the provisions of the security agreement dated 14 February 2014 have been complied with or that they do not apply to the disposition”
- (h) For the avoidance of doubt, any disposition constituting a Permitted Disposal (other than a Permitted Disposal requiring the approval or consent of the Obligor Security Trustee) shall not require the written consent of the Obligor Security Trustee in respect of any Permitted Disposal Certificate in relation to any restriction entered upon a title in accordance with Subclause 3(g).
- (i) In respect of any disposition of a registered estate, the certificate to be sent to H.M. Land Registry by the applicant or its conveyancer for registration in accordance with the terms of the relevant restriction (as defined in Subclause 3(g)) shall be in the form (or substantially the form) of the Permitted Disposal Certificate.
- (j) The Additional Chargor shall serve upon the Obligor Security Trustee a copy of any certificate sent to H.M. Land Registry in accordance with Subclause 3(g) at the same time as such certificate is sent to H.M. Land Registry (or as soon as reasonably practicable thereafter).
- (k) As soon as reasonably practicable following the date of this Deed, the Additional Chargor shall submit an application to the Chief Land Registrar for a notice in the following terms (or such terms as H.M. Land Registry requires) to be entered on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

“The obligor secured creditors under and as defined in a master definitions agreement (the **Obligor Secured Creditors**) dated 14 February 2014 (as amended and/or restated from time to time) between, among others, Manchester Airport Group Investments Limited (the **Parent**) and Citicorp Trustee Company Limited as obligor security trustee for the Obligor Secured Creditors (the **Obligor Security Trustee**) (the **MDA**) are under an obligation (subject to the terms of the relevant Obligor Documents (as defined in the MDA)) to, among others, the Parent to make further advances and the security agreement referred to in the charges register dated 14 February 2014 in favour of the Obligor Security Trustee referred to in that security agreement) secures those further advances.”

4 MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Obligor Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);

- (b) any reference in the Obligor Security Agreement to this Deed and similar phrases will include this Deed and all references in the Obligor Security Agreement to Schedule 2 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it); and
- (c) the Security Group Agent, for itself and as agent for each of the other Chargors under the Obligor Security Agreement, agrees to all matters provided for in this Deed.

5 LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE

**PART 1
REAL PROPERTY**

Chargor	Freehold/Leasehold	Description	Title Number
N/A.	N/A.	N/A.	N/A.

**PART 2
SHARES**

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
N.A.	N.A.	N.A.	N.A.	N.A.

PART 3
RELEVANT CONTRACTS

Description

None.

PART 4
SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Chargor	Description	Registration Num ber	Territory
N/A.	N/A.	N/A.	N/A.


SIGNATORIES (to Deed of Accession)

The Additional Chargor

EXECUTED as a **DEED** by


SKYPARKSECURE LTD.

acting by

.....
Director 

..... 

Name of Witness: *R WOOD*

Occupation: 

Address: *MANCHESTER AIRPORT*
M90 1QX

The Security Group Agent

EXECUTED as a **DEED** by

**MANCHESTER AIRPORT GROUP
INVESTMENTS LIMITED**

(for itself and as agent for each of the other
Chargors party to the Obligor Security
Agreement referred to in this Deed)

acting by




Director

In the presence of:

..... 

Name of Witness: E WOOD

Occupation: 

Address: MANCHESTER AIRPORT
M90 1QX

The Obligor Security Trustee

**EXECUTED as a DEED by CITICORP
TRUSTEE COMPANY LIMITED**

acting by

Delegated Signatory

*CRISTINA VOIC
Attorney*

In the presence of:

Name of Witness:

KAREN PHILLIPS

Occupation:

Address:

Citi
Citigroup Centre
25 Canada Square
Canary Wharf
London E14 5LB