



Registration of a Charge

Company name: **VITA SATELLITE 1 OP CO LIMITED**

Company number: **10109252**



X6KAILSO

Received for Electronic Filing: **30/11/2017**

Details of Charge

Date of creation: **24/11/2017**

Charge code: **1010 9252 0002**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE LEASE DATED ON OR AROUND THE DATE OF THE CHARGE IN RESPECT OF BLOCK 11 CIRCLE SQUARE, OXFORD ROAD, MANCHESTER MADE BETWEEN (1) NEW CO (SATELLITE) 2 LIMITED AND (2) THE COMPANY (DERIVED OUT OF TITLE NUMBER MAN264019 AND TO BE REGISTERED AT THE LAND REGISTRY). PLEASE SEE THE CHARGE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

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:

BERWIN LEIGHTON PAISNER LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10109252

Charge code: 1010 9252 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2017 and created by VITA SATELLITE 1 OP CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2017 .

Given at Companies House, Cardiff on 4th December 2017

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**

Execution copy

DATED 24 November 2017

THE PARTIES LISTED IN SCHEDULE 1 (CHARGORS)
as Chargors

LLOYDS BANK PLC
as Common Security Agent

SUPPLEMENTAL CHARGE

relating to a debenture dated 10 June 2016

We certify that, save for material redacted pursuant to s.859G Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Berwin Leighton Paisner LLP
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA



Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

Contents

Clause	Name	Page
1	Definitions and Interpretation.....	1
2	Security.....	2
3	Chargors' covenants.....	3
4	Incorporation.....	3
5	Restriction.....	3
6	Enforcement.....	3
7	Attorney.....	4
8	Law of Property (miscellaneous provisions) act 1989.....	4
9	Rights of third parties.....	4
10	Law and jurisdiction.....	4
11	General Provisions.....	4
Schedule	Name	Page
1	Chargors.....	6
2	Notices.....	7
3	Additional Assets & Additional Property.....	10
3	Part 1 Additional Charged Assets.....	10
3	Part 2 Additional Property.....	10
Execution Page.....		11

DATED 24 November 2017

PARTIES

- (1) **THE PARTIES** listed in Schedule 1 (Chargors) (the "**Chargors**")
- (1) **LLOYDS BANK PLC** as common security agent for the Secured Parties (the "**Common Security Agent**")

BACKGROUND

- (A) This Deed is supplemental to a debenture ("**Principal Charge**") dated 10 June 2016 between, amongst others, the Chargors (1) and the Common Security Agent (2).
- (B) Each Chargor is obliged by the Principal Charge and the Facility Agreement (defined in the Principal Charge) to mortgage, charge or assign as appropriate the Additional Property and the Additional Charged Assets to the Common Security Agent in the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Additional Charged Assets" means each and all of the Items described in Schedule 3, Part 1 (*Additional Charged Assets*).

"Additional Property" means each property details of which are set out in Schedule 3, Part 2 (*Additional Property*) including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it and
- (c) easements, access rights, rights of way, wayleaves and rights attaching to it.

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"Manchester OpCo Lease" means the lease entered into on or around the date of this Deed in respect of Block 11 Circle Square, Oxford Road, Manchester made between (1) New Co (Satellite) 2 Limited and (2) Vita Satellite 1 Op Co Limited.

(2)

BLP

"Newcastle OpCo Lease" means the lease entered into on or around the date of this Deed in respect of premises at Strawberry Place, Newcastle and made between (1) Vita Newcastle 2 Limited and (2) Vita Newcastle 2 Op Co Limited.

BLP

"OpCo Lease" means each of the Manchester OpCo Lease and the Newcastle OpCo Lease.

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of Clause 1 (*Definitions and Interpretation*) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full.

1.3 Joint and several Chargors

Where two or more Chargors have an interest in the same Charged Asset then:

- (a) such of them as have a joint interest in the same Charged Asset shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
- (b) each such Chargor shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset;
- (c) each such Chargor shall be deemed to have confirmed the Security granted by the others; and
- (d) the power of attorney granted under Clause 7 (*Attorney*) in relation to such Charged Asset shall be deemed to have been granted and ratified by such of the Chargors as have a joint interest in such Charged Asset.

2 SECURITY

2.1 General

All the security created under this Deed is created in favour of the Common Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

2.2 Mortgage

Each Chargor ~~jointly~~ charges each Additional Property by way of legal mortgage, listed next to its name in Schedule 3 (Additional Assets & Additional Property) Part 2 (Additional Property).

2.3 Fixed charge

Each Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) the Additional Charged Assets; and
- (b) all Related Rights in respect of the above.

- 2.4 None of the provisions of this Clause 2 (*Security*) shall impose, or imply on the Common Security Agent any obligation or liability in relation to the Additional Properties or the Additional Charged Assets.

BLP

3 CHARGORS' COVENANTS

Each Chargor covenants with the Common Security Agent to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) with regard to the Additional Properties and the Additional Charged Assets as appropriate including Clause 22.3 (*Negative Pledge*) of the Facility Agreement.

4 INCORPORATION

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Properties and the Additional Charged Assets as appropriate.

5 RESTRICTION

- 5.1 Each Chargor authorises the Common Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

"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 [•] referred to in the Charges Register (or its conveyancer)."

- 5.2 Each Chargor authorises the Common Security Agent to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered estates located in England & Wales.

6 ENFORCEMENT

- 6.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- 6.2 The enforcement powers of the Common Security Agent in connection with this Deed shall be immediately exercisable:
- (a) upon an Event of Default; or
 - (b) at the Common Security Agent's discretion, at the request of the Chargors.

- 6.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

- 6.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Common Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

7 ATTORNEY

- 7.1 Each Chargor by way of security irrevocably appoints the Common Security Agent and every Receiver and any person selected by the Common Security Agent and any Receiver jointly and severally to be its attorney (with full power of substitution and delegation) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Common Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of that Chargor's obligations in connection with this Deed.

- 7.2 Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

8 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this deed are incorporated to the extent required for the purported disposition of the Additional Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

9 RIGHTS OF THIRD PARTIES

- 9.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 9.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

10 LAW AND JURISDICTION

Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

11 GENERAL PROVISIONS

11.1 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Common Security Agent.

11.2 Counterparts

Execution copy

This Deed may be executed in any number of counterparts. This shall have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

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

Schedule 1
Chargors

<i>Name</i>	<i>Company Number</i>
Vita Newcastle 2 Op Co Limited	10109760
Vita Satellite 1 Op Co Limited	10109252

**Schedule 2
Notices**

Notice of assignment or charge of contract

Part A

From: [Details of Chargor] (the "Chargor")

To: [Details of party to Contract]

Date: [•]

Dear Sirs

[Description of OpCo Lease] (the "Contract")

We refer to:

- 1.1.1 the Contract; and
- 1.1.2 a supplemental debenture (the "**Supplemental Debenture**") dated [•] made between the Common Security Agent (1) and the Chargor (2).

We give you notice that pursuant to the Supplemental Debenture, we have charged all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Common Security Agent.

We irrevocably and unconditionally instruct and authorise you:

- 2.1.1 to make all payments in connection with the Contract as the Common Security Agent may direct. [Until you are notified otherwise by the Common Security Agent, the Common Security Agent directs such sums to be paid to [Insert Chargor bank details]];
- 2.1.2 that all our rights in connection with the Contract are exercisable by (or with the consent of) the Common Security Agent. [Until you are notified otherwise by the Common Security Agent, the Common Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and
- 2.1.3 to disclose any information relating to the Contract which the Common Security Agent may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Common Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Common Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Common Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Common Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Common Security Agent.

Signed

For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge of Contract

From: [Details of party to Contract]

To: [Common Security Agent]
[Address]

For the attention of [•]

Date: [•]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Contract; and
- (b) we agree and will comply with the matters set out in that notice.

Signed

For and on behalf of [•]

Schedule 3
Additional Assets & Additional Property

Part 1
Additional Charged Assets

1. Each Chargor's Interest In each OpCo Lease.

Part 2
Additional Property

- | | <u>Property</u> | <u>Chargor</u> |
|----|--|-----------------------------------|
| 1. | the Newcastle OpCo Lease (derived out of Title number TY534441 and known as land at Strawberry Place Newcastle) to be registered at the Land Registry. | Vita Newcastle 2
Op Co Limited |
| 2. | the Manchester OpCo Lease (derived out of Title number MAN264019 and known as Block 11, Circle Square, Oxford Road, Manchester) to be registered at the Land Registry. | Vita Satellite
Op Co Limited |

BLP

EXECUTION PAGE

Chargors

Executed as a deed by **VITA NEWCASTLE 2 OP CO LIMITED** acting by Mark Dawson)
)

Director

In the presence of:

Name of witness: Becca Labib

Signature of witness: 

Address: **PINSENT MASONS LLP
3 HARDMAN STREET
MANCHESTER
M3 3AU
Tel: +44 (0)161 234 8234
Fax: +44 (0)161 234 8235
DX 14490 MANCHESTER**

Occupation: Solicitor

Executed as a deed by **VITA SATELLITE 1 OP CO LIMITED** acting by Mark Dawson)
)

Director

In the presence of:

Name of witness: Becca Labib

Signature of witness: 

Address: **PINSENT MASONS LLP
3 HARDMAN STREET
MANCHESTER
M3 3AU
Tel: +44 (0)161 234 8234
Fax: +44 (0)161 234 8235
DX 14490 MANCHESTER**

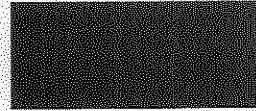
Occupation: Solicitor

Execution copy

Common Security Agent

Executed as a deed by
SUSAN HOOLE
as attorney for **LLOYDS BANK PLC** in its
capacity as Common Security Agent

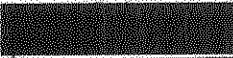
)
)



Attorney

In the presence of: JENNA DAVISON

Signature of Witness:



Address:

