



**Registration of a Charge**

Company name: **NATIONAL EXHIBITION CENTRE LIMITED (THE)**  
Company number: **00979395**



X8C80O1U

Received for Electronic Filing: **20/08/2019**

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**Details of Charge**

Date of creation: **13/08/2019**  
Charge code: **0097 9395 0005**  
Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED**  
Brief description: **LEASEHOLD PROPERTY KNOWN AS THE INTERNATIONAL CONVENTION CENTRE, BROAD STREET, BIRMINGHAM, B1 2EA, AND THOSE ASSETS LISTED IN THE SCHEDULE OF THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**  
**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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**ALLEN & OVERY LLP**



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

Company number: 979395

Charge code: 0097 9395 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2019 and created by NATIONAL EXHIBITION CENTRE LIMITED (THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2019 .

Given at Companies House, Cardiff on 21st August 2019

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**

# **SUPPLEMENTAL SECURITY AGREEMENT**

13 August 2019

**THE NATIONAL EXHIBITION CENTRE LIMITED**

**as Chargor**

**and**

**MOUNT STREET MORTGAGE SERVICING LIMITED**

**as Common Security Agent**

**relating to Project True North**

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**THIS DEED** is dated 13 August 2019 and is made

**BETWEEN:**

- (1) **THE NATIONAL EXHIBITION CENTRE LIMITED**, a limited liability company incorporated in England with registered number 00979395 (the **Chargor**); and
- (2) **MOUNT STREET MORTGAGE SERVICING LIMITED** (the **Common Security Agent**) as common security agent and trustee for the Secured Parties (as defined in the Senior Facilities Agreement, defined below).

**BACKGROUND:**

- (A) Under a security agreement dated 10 January 2019 between, among others, the Chargor and the Common Security Agent (the **Original Security Agreement**), the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Secured Debt Documents.
- (B) In accordance with the Senior Facilities Agreement, the Chargor has acquired an additional Property (as defined below) and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Senior Facilities Agreement (as defined below).
- (C) This Deed is supplemental to the Original Security Agreement.
- (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**

**1.1 Definitions**

In this Deed:

**Debtor** has the meaning given to it in the Intercreditor Agreement.

**Group** has the meaning given to it in the Intercreditor Agreement.

**Intercreditor Agreement** means the intercreditor agreement dated 8 January 2019 between, among others, LHTCA Bidco Limited as the Company and the Common Security Agent.

**Liabilities** has the meaning given to it in the Intercreditor Agreement.

**Secured Debt Document** has the meaning given to it in the Intercreditor Agreement.

**Secured Obligations** means all Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor and any Third Party Security Provider to any Secured Party under the Secured Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**Secured Party** has the meaning given to it in the Intercreditor Agreement.

**Security Assets** means all assets of the Chargor the subject of any security created by or pursuant to this Deed.

**Senior Facilities Agreement** means the senior facilities agreement dated 8 January 2019 between, among others, LHTCA Bidco Limited as the Company, the Facility Agent, the Common Security Agent and the Original Lenders (each as defined therein).

**Third Party Security Provider** has the meaning given to it in the Intercreditor Agreement.

## **1.2 Construction**

- (a) Capitalised terms defined in the Original Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of Clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Senior Facilities Agreement will be construed as references to this Deed.

## **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Common Security Agent;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security by the Chargor for the payment and satisfaction of all the Secured Obligations; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Common Security Agent holds the benefit of this Deed on trust for the Secured Parties.

### **2.2 Land**

- (a) The Chargor charges by way of a first legal mortgage the real property specified in the Schedule (Real property).

- (b) A reference in this Clause 1.3(a) to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property (save for any such assets belonging to a tenant or occupier of the property or any other third party); and
  - (ii) the benefit of any covenants for title given to or entered into with any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## **2.3 Confirmation**

The Chargor confirms that, as security for the payment of the Secured Obligations:

- (a) it has charged in favour of the Common Security Agent by way of first legal mortgage and (as applicable) first fixed charge the assets relating to the real property specified in the Schedule (Real property) and referred to in Clauses 2.3 (Securities) to 2.6 (Book debts etc), Clause 2.10 (Intellectual property) and Clause 2.11 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Common Security Agent by way of security the assets relating to the real property specified in the Schedule (Real property) and referred to in Clauses 2.7 (Insurances) to 2.9 (Other contracts) of the Original Security Agreement.

## **3. INCORPORATION**

The provisions of Clause 3 (Restrictions on dealings) to 19 (Miscellaneous) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

## **4. LAND**

### **4.1 General**

In this Clause 4:

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets (other than the Vox Storage Area Property).

### **4.2 H.M. Land Registry**

The 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 written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer. (Standard Form P)"

## **5. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.



- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.

- (c) This Deed is designated is a Finance Document and a Secured Debt Document.

## **6. RELEASE**

At the end of the Security Period or as otherwise provided for in accordance with the Secured Debt Documents, the Common Security Agent must promptly, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Security Assets from this Security.

## **7. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

## **8. AMENDMENTS**

Changes to and amendments of this Deed, including this Clause 8 (Amendments), must be made in writing in accordance with the terms of the Senior Facilities Agreement.

## **9. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

## **10. COMMON SECURITY AGENT PROVISIONS**

- (a) The Common Security Agent executes this Deed as Common Security Agent in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Secured Debt Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Secured Debt Documents.
- (b) The Common Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents, or affiliates.
- (c) Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed the Common Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Intercreditor Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

## **11. GOVERNING LAW**

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

## **12. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) 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) This Clause 12 is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

**SCHEDULE**

**REAL PROPERTY**

	<b>Property Address</b>	<b>Tenure and Land Registry Title Number(s)</b>	<b>Owner</b>
1.	Land and buildings known as the International Convention Centre, Broad Street, Birmingham, B1 2EA	Leasehold – Title number pending registration at Land Registry (to be granted out of title numbers WM399936, WM427949, WM373159, WK221765 (part), WM149338, WM273475, WK184460, WM473435, WM674438, MM34835 and MM34660)	The National Exhibition Centre Limited (CRN: 00979395)
2.	Land adjoining International Convention Centre, Broad Street, Birmingham	Leasehold – Title number pending registration at Land Registry (to be granted out of title number MM34660)	The National Exhibition Centre Limited (CRN: 00979395)

**SIGNATORIES**

**Chargor**

Executed as a deed by **THE NATIONAL )**  
**EXHIBITION CENTRE LIMITED )**  
acting by )



in the presence of:

Authorised Signatory

Signature of witness:



Name of witness:

TRACEY SWINDALE

Address:

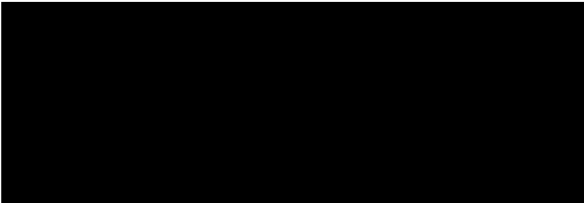
The National Exhibition Centre Ltd  
Birmingham B40 1NT

Occupation:

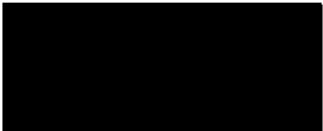
EXECUTIVE ADMINISTRATOR

**Common Security Agent**

Executed as a deed by MOUNT STREET )  
MORTGAGE SERVICING LIMITED )  
acting by )



in the presence of:



Authorised Signatory

Signature of witness:

Name of witness: ORNELA KONGOLI

Address:

Mount Street Mortgage Servicing Limited  
Ground Floor Woolgate Exchange  
25 Basinghall Street  
London EC2V 5HA

Occupation: ASSOCIATE