



Registration of a Charge

Company Name: **TOWN CENTRE SECURITIES PLC**

Company Number: **00623364**



Received for filing in Electronic Format on the: **15/07/2022**

XB8AW6HS

Details of Charge

Date of creation: **15/07/2022**

Charge code: **0062 3364 0169**

Persons entitled: **APEX CORPORATE TRUSTEES (UK) LIMITED (AS DELEGATE OF LINK MARKET SERVICES TRUSTEES LIMITED)**

Brief description: **THE FREEHOLD LAND BEING 119 TO 125 (ODD), ALBION STREET, LEEDS (LS2 8ER) AS IS REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER YWE51300. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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: **HANNAH MACINTOSH , SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 623364

Charge code: 0062 3364 0169

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2022 and created by TOWN CENTRE SECURITIES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2022 .

Given at Companies House, Cardiff on 19th July 2022

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**

DATED

15 July

2022

(1) TOWN CENTRE SECURITIES PLC

-and-

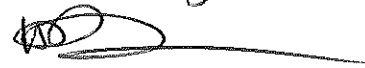
(2) APEX CORPORATE TRUSTEES (UK) LIMITED (AS DELEGATE OF LINK MARKET SERVICES TRUSTEES LIMITED)

**THIRTEENTH
SUPPLEMENTAL TRUST DEED**

relating to

(supplemental to a Trust Deed dated 9 April 1987 (as supplemented from time to time) as amended and restated on 13 November 2006 constituting and securing £85,000,000 10.5 per cent First Mortgage Debenture Stock due 2021 (with power to issue further stock) and constituting and securing a further £150,000,000 5.375 per cent First Mortgage Debenture Stock 2031)

I certify that, save for the redactions permitted under s859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument.


15 July 2022
DLA PIPER UK LLP

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OF THE CHARGING OF PROPERTIES CONTEMPLATED BY THIS DEED 5

THIS SUPPLEMENTAL TRUST DEED is made on

15 July

2022

BETWEEN:

- (1) **TOWN CENTRE SECURITIES PLC**, registered in England under company number 00623364 whose registered office is at Town Centre House, The Merrion Centre, Leeds LS2 8LY (the "**Company**"); and
- (2) **APEX CORPORATE TRUSTEES (UK) LIMITED**, registered in England under company number 00239726 whose registered office is at Bastion House, 6th Floor, 140 London Wall, London EC2Y 5DN (as delegate of **LINK MARKET SERVICES TRUSTEES LIMITED**, registered in England under company number 02729260 whose registered office is at Central Square, 10th Floor, 29 Wellington Street, Leeds LS1 4DL pursuant to a deed of delegation dated 28 June 2019) (the "**Trustee**").

WHEREAS:

- A This Deed is supplemental to a trust deed dated 9 April 1987 (as supplemented from time to time and as amended and restated on 13 November 2006), between the Company and the Trustee (the "**Principal Trust Deed**") constituting and securing £85,000,000 10.5 per cent First Mortgage Debenture Stock due 2021 and £150,000,000 5.375 per cent First Mortgage Stock due 2031 all of which has been issued and is outstanding and forms a single series (the "**Existing Stock**").
- B The Company wishes that an amount of £18,705,000.00 (the "**Withdrawn Funds**") be withdrawn from the Cash Collateral Account pursuant to clause 11(a) of the Principal Trust Deed.
- C The Company wishes to add the property set out in Schedule 1 (the "**New Property**") with the intention that the New Property shall form part of the Specific Security and will substitute the Withdrawn Funds pursuant to clause 11 (*Substitution of Specific Security*) of the Principal Trust Deed.
- D All properties forming part of the Specific Security from the date of this Deed are set out in Schedule 2.
- E The Company has resolved to enter into this Deed and to grant security over the New Property by resolutions of its board of directors passed on 12 July 2022.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS

- 1.1 Save as otherwise provided and unless inconsistent with the subject or context, all expressions described in the Principal Trust Deed shall, where the context so requires, have the same meaning when used in this Deed unless they are otherwise defined in this Deed and the following term has the following meaning:

"**Cash Collateral Account**" means the account with Lloyds Bank Plc with account number [REDACTED]68, sort code [REDACTED]12, account name Apex CT (UK) Ltd Re Gen1 and quoting beneficiary reference [REDACTED]03, opened and controlled by the Trustee on trust for TCS Holdings Limited (company number 02271353);

"Security" means any assignment by way of security, charge, lien, mortgage, pledge or other security created by the Company in favour of the Trustee; and

"Supplemental Trust Deed" means each supplemental trust deed to the Principal Trust Deed entered into between, amongst others, the Company and the Trustee.

- 1.2 Clause headings have been included for each of reference only and do not affect the construction of this Principal Trust Deed.

2. CHARGE

- 2.1 The Company with full title guarantee hereby charges (and to the intent that the Security so constituted shall be a continuing security for the payment to the Trustee of the principal of and interest on the Existing Stock and all other monies covenanted to be paid by the Company to the Trustee under or pursuant to the Principal Trust Deed) by way of first legal mortgage the New Property set out in Schedule 1 (*New Property*) together with all buildings and erections and fixtures and fixed plant and machinery for the time being thereon belonging to and all improvements and additions thereto and all easements, rights and licences appurtenant thereto subject to and with the benefit of all existing leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from encumbrances to the intent that the same shall become part of the Specific Security.
- 2.2 The parties hereby apply to the Chief Land Registrar for a restriction to be entered on the register of the title of the New Property :

"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 [◆] 2022 in favour of Apex Corporate Trustees (UK) Limited (as delegate of Link Market Services Trustees Limited) referred to in the charges register or their conveyancer."

- 2.3 The Company confirms that the New Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003, or subject to any restrictions which prevent or restrict the granting or registration of the security granted by the first legal mortgage constituted by this Deed.
- 2.4 The Trustee is, subject to the terms of the Principal Trust Deed and the Supplemental Trust Deeds, under an obligation to make further advances to the Company and the security constituted by this Deed has been made for securing such further advances. The Trustee and the Company consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title for the New Property.

3. RELEASE

The Trustee hereby confirms, pursuant to clause 11(a) of the Principal Trust Deed, that it has agreed to the release of the Withdrawn Funds from the Cash Collateral Account so that the Withdrawn Funds shall cease to form part of the Specific Security.

4. POWER OF ATTORNEY

The Company hereby irrevocably and by way of security appoints the Trustee and separately any Receiver or manager appointed pursuant to these presents severally to be its attorney and in its name and on its behalf to execute and do all assurances, acts and things which they

ought to exclude and do under these presents and generally to use their names in the exercise of all or any of the powers conferred on the Trustee by these presents or any receiver or manager appointed by it whilst enforcement of the security pursuant to the Principal Trust Deed has occurred or, if enforcement of the Principal Trust Deed has not occurred, which the Company has failed to take.

5. FURTHER ASSURANCE

The Company shall, at the reasonable request of the Trustee, do or execute or procure to be done or executed all things which are necessary to give effect to the provisions of this Deed.

6. NON-CRYSTALLISATION

The Trustee confirms that as at the date of this Deed it has not converted the floating charge created under the Principal Trust Deed into a fixed charge.

7. SAVINGS

Save as hereby varied the Principal Trust Deed shall continue in full force and effect and nothing herein contained shall prejudice or affect the charges given over other properties as set out in the Principal Trust Deed or a Supplemental Trust Deed.

8. ONE DEED

From the date of this Deed, the Principal Trust Deed and this Deed shall be read and construed together as one deed.

9. MEMORANDUM

A memorandum of this Deed shall be endorsed by the Trustee on the Principal Trust Deed and by the Company on the duplicate of it.

10. THIRD PARTY RIGHTS

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party may enter into this Deed by executing a counterpart.

12. GOVERNING LAW

This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with the laws of England.

IN WITNESS of which this Deed has been executed as a deed the date first written above.

SCHEDULE 1: NEW PROPERTY

The freehold land being 119 to 125 (odd), Albion Street, Leeds (LS2 8ER) as is registered at HM Land Registry with title number YWE51300.

**SCHEDULE 2: PROPERTIES COMPRISING THE SPECIFIC SECURITY POST
COMPLETION OF THE CHARGING OF PROPERTIES CONTEMPLATED BY THIS
DEED**

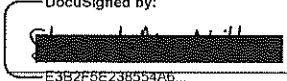
(as referred to in recital D of this Deed)

1. The freehold land and buildings known as Urban Exchange, Piccadilly Basin, Manchester, registered at the Land Registry with title number(s) GM383003.
2. The freehold property known as 75 Dale Street, Manchester being part of the property registered at the Land Registry with title number GM872305.
3. The leasehold property 2 known as Clarence Dock Multi Storey Car Park, 1 Armouries Drive, Leeds registered at the Land Registry with title number WYK843496.
4. The property known as Multi Storey Car Park, 30 Tariff Street, Manchester being part of the property registered at the Land Registry with title number GM872305.
5. The leasehold land being land and buildings at the North side of Merion Street, South side of Merion Way, North West side of Wade Lane and East side of Woodhouse Lane, Leeds registered at the Land Registry with title number WYK534472.
6. The leasehold property being part of the Merion Centre at Woodhouse Lane, Claypit Lane and Merion Way, Leeds registered at the Land Registry under title number YY51501.
7. The freehold property known as the Merion Centre, Leeds registered at the Land Registry under title number WYK749032.
8. The leasehold land being the Multi-Story Car Park at Clements Road, Ilford registered at the Land Registry under title number CGL463297.
9. The freehold land being 119 to 125 (odd), Albion Street, Leeds (LS2 8ER) as is registered at HM Land Registry with title number YWE51300.

EXECUTION PAGES

THE COMPANY

Executed as a Deed, but not delivered until the)
first date specified on page 1, by **TOWN**)
CENTRE SECURITIES PLC by a director in)
the presence of:)

Signature  DocuSigned by:
E3B2F5E2385547A6...

Name (block capitals) Stewart MacNeill
Director

Witness signature  DocuSigned by:
62D32245F0CF41C...

Witness name JULIE STONE
(block capitals)

Witness address Town Centre House
Merrion Centre
Leeds LS2 8LY

Address: c/o The Company Secretary, Town Centre House, The Merrion Centre
Leeds LS2 8LY

Facsimile No: 0113 234 0442

THE TRUSTEE

Executed as a Deed by **APEX**)
CORPORATE TRUSTEES (UK))
LIMITED as attorney for **LINK**)
MARKET SERVICES TRUSTEES)
LIMITED acting through its duly)
authorised attorney in the presence of:)

Signature: _____

DocuSigned by:

6F947CA6E334428...

Witness Signature: _____

DocuSigned by:

1693ETT1AB600484...

Witness Name: _____

Mark Bennett

Occupation: _____

Senior Trust Manager

Address: _____

6th Floor,

140 London wall,

London, EC2Y 5DN

Address: Apex Corporate Trustees (UK) Ltd, 6th Floor, 125 Wood Street, London EC2N 7AN

6th Floor, 140 London wall, London EC2Y 5DN

Email: corporatetrusts@apexfs.com

Attention: Manager, Corporate Trusts

