



**Registration of a Charge**

Company Name: **TELEREAL 112 LIMITED**

Company Number: **04175670**



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**Details of Charge**

Date of creation: **03/04/2023**

Charge code: **0417 5670 0003**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED**

Brief description: **EDGWARE TE CAR PARK SITE (HA0015) FORUM SIDE, EDGWARE, HA8 7EW THE LEASEHOLD INTEREST OF WHICH IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER AGL159577 AND THE FREEHOLD INTEREST OF WHICH IS REGISTERED WITH TITLE NUMBER AGL159574.**

**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:

**EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



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

Company number: 4175670

Charge code: 0417 5670 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2023 and created by TELERREAL 112 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2023 .

Given at Companies House, Cardiff on 18th April 2023

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**

THIS DEED is dated 3 April 2023 between:

- (1) **TELEREAL FREEHOLD NOMINEE COMPANY LIMITED** (Registration number 04424499) ("**TFN**");
- (2) **TELEREAL 112 LIMITED** (Registration number 04175670) (the "**Borrower**"); and
- (3) **CITICORP TRUSTEE COMPANY LIMITED** (Registration number 00235914) (the "**Borrower Security Trustee**").

#### BACKGROUND:

- (A) Under a deed of charge dated 1 November 2013 made between (inter alios) the Borrower and the Borrower Security Trustee (the "**Borrower Deed of Charge**"), the Borrower charges (inter alia) its leasehold interest in the Property to the Borrower Security Trustee.
- (B) The Borrower now desires to exercise certain options under the leasehold interest referred to in recital (A) in order to acquire the reversion to this leasehold interest in the Property (but without merging the reversion and leasehold interest).
- (C) In accordance with clause 14.2 (r) (iii) of the Issuer / Borrowers Facility Agreement, the Borrower certifies that completion of this Deed is required under the provisions of the Transaction Documents.
- (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 In this Deed "**Property**" means the property known as Edgware TE Car Park Site (HA0015) Forum Side, Edgware, ~~Forum Side, Edgware~~ HA8 7EW the leasehold interest of which is registered at the Land Registry with title number AGL159577 and the freehold interest of which is registered with title number AGL159574;
- 1.2 Capitalised terms in this Deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein bear the meanings ascribed to them in or pursuant to the Borrower Deed of Charge.
- 1.3 This Deed shall be construed in accordance with the rules of construction set out in the Master Definitions and Framework Deed.
- 1.4 Clause 1.2(b) to (f) inclusive of the Borrower Deed of Charge shall apply as if set out in full in this deed but as if the references to "Borrower Charged Property" in clause 1.2(c) of the Borrower Deed of Charge were a reference to the Property.
- 1.5 Each of the dispositions of or charges over property effected in or pursuant to this deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994. Accordingly, but without limitation, dispositions or charges of the Property will take effect as dispositions or charges of the entirety of any interest in the Property.

##### 2. REPRESENTATIONS AND WARRANTIES

TFN makes the representations and warranties set out in paragraphs (a)(ii), (b)(i), (b)(iv), (c), (d), (e), (f), (g), (l), (m), (o), (p), (q), (r)(i), (r)(iii), (v), (w), (x), (y), (z), (aa), (dd), (ff)

and (gg) of Schedule 2 (*Representations and Warranties*) of the Issuer/Borrowers Facility Agreement to the Borrower Security Trustee as if set out in full in this deed and as if references therein to (a) "Properties" and (b) "each other member of the Borrower Group" and "the Borrower" were respectively to (i) the "Property" and (ii) "TFN" respectively, save that TFN will only be the legal owner of the Property once the transfer of the Property to it has been registered at the Land Registry and will hold the Property as the sole bare trustee for the Borrower.

### **3. UNDERTAKINGS**

- 3.1** The covenants and undertakings contained in this Deed remain in force until the Final Discharge Date.

### **4. FURTHER ASSURANCES**

TFN shall, at its own expense, take whatever action the Borrower Security Trustee or a Receiver may reasonably require for perfecting the charge of the Property to the Borrower Security Trustee and facilitating the realisation of the Property or the exercise of any right, power or discretion exercisable, by the Borrower Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of the Property, including the execution of any Land Registry form transfer, conveyance, assignment or assurance of any property whether to the Borrower Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Borrower Security Trustee may think expedient.

### **5. POWER OF ATTORNEY**

#### **5.1 Execution of Power of Attorney**

Immediately upon request to do so by the Borrower Security Trustee, TFN shall execute and deliver to the Borrower Security Trustee a power of attorney in or substantially in the form set out in Schedule 3 Part A of the Borrower Deed of Charge (amended to refer to TFN rather than the Borrower Chargor and with such other amendments as the Borrower Security Trustee may reasonably require).

### **6. MISCELLANEOUS**

- 6.1** Subject to the provisions of this Deed, the Borrower Security Trustee may at any time, at its discretion and without notice, take such proceedings and/or other action as it may think fit against, or in relation to, TFN to enforce its obligations under this Deed.

### **7. BORROWER DEED OF CHARGE**

- 7.1** Each of TFN and the Borrower as security for the payment or discharge of the Borrower Secured Liabilities, hereby charges in favour of the Borrower Security Trustee (on trust for itself and other Borrower Secured Creditors) by way of first fixed legal mortgage all of its right, title, interest and benefit, present and future, in and to the Property.

- 7.2** TFN, as security for the payment or discharge of the Borrower Secured Liabilities, hereby:

- (a) charges in favour of the Borrower Security Trustee (on trust for itself and other Borrower Secured Creditors) by way of a first floating charge all its property, assets and undertaking, present and future, not effectively subject to fixed security interests under clause 7.1.
- (b) assigns to the Borrower Security Trustee (as trustee for itself and the other Borrower Secured Creditors) by way of first fixed security:
  - (i) all amounts payable to TFN under or in connection with the letting of any Property, including without limitation, any rent payable under any HeadLease;

(ii) all rights under the Headlease

- 7.3** TFN hereby covenants with and undertakes to the Borrower Security Trustee (as security trustee for the Borrower Secured Creditors) to pay or discharge the Borrower Secured Liabilities as and when they fall due.
- 7.4** TFN hereby represents, warrants, covenants and undertakes to and with the Borrower Security Trustee, in the same terms as clauses 11.1, 12.1, 12.5, 12.6, 12.8, 12.9, 12.10, 22, 29.4 and 29.5 of the Borrower Deed of Charge (as if reference therein to "Borrower" or "Borrower Chargor" included "TFN", as if references therein to "Borrower Charged Properties" included the "Property" and as if referenced therein to the "Borrower Deed of Charge" included references to this Deed) and the Borrower Security Trustee shall have the same rights and powers under or in respect of the charges created by clause 12.1 and the Property and other assets of TFN as it has under or in relation to the charges created by the Borrower Deed of Charge and the Borrower Charged Properties and the other assets of the Borrower Chargors.
- 7.5** Clauses 2.5, 2.6 and 2.7 of the Borrower Deed of Charge shall apply as if set out in full in this deed but as if any reference to "Borrower Chargors" were changed to "TFN".
- 7.6** TFN warrants that the Property has been the subject of an Unspecified Vacation by BT. TFN and Telereal 112 also covenant not to merge the HeadLeases and the reversionary interests in the Property.
- 7.7** TFN agrees to apply to the Chief Land Registrar for a restriction in the following terms to be entered on the freehold and leasehold Registers of Title relating to the Property:
- "no disposition or dealing 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 [3 April 2023] in favour of Citicorp Trustee Company Limited referred to in the charges register".

## **8. GOVERNING LAW**

This Deed is governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

## SIGNATORIES

Executed as a Deed by

**TFN**

TELEREAL FREEHOLD NOMINEE COMPANY LIMITED

By ~~two~~ <sup>8</sup> directors and its secretary

Redacted - Eversheds  
Sutherland (International)  
LLP

Director

Redacted - Eversheds Sutherland  
(International) LLP

Director Secretary

Executed as a deed by

**Borrower**

TELEREAL 112 LIMITED

By ~~two~~ <sup>8</sup> directors and its secretary

Redacted - Eversheds  
Sutherland (International)  
LLP

Director

Redacted - Eversheds Sutherland  
(International) LLP

Director Secretary

Executed as a deed by

**Borrower Security Trustee**

CITICORP TRUSTEE COMPANY LIMITED

acting by its attorney \_\_\_\_\_

under a power of attorney dated 23 December 2022

Redacted - Eversheds  
Sutherland (International)  
LLP

Kris Chung  
Vice President

CITICORP TRUSTEE COMPANY LIMITED by  
its attorney \_\_\_\_\_

in the presence of:

Redacted - Eversheds Sutherland  
(International) LLP

Signature of witness: .....

Tunji Abioye

Name of witness: .....

Assistant Vice President

Address of witness: .....

Redacted - Eversheds Sutherland  
(International) LLP