



Registration of a Charge

Company name: **TELFORD HOMES CHRISP STREET LIMITED**

Company number: **09126135**



X86ERGLT

Received for Electronic Filing: **28/05/2019**

Details of Charge

Date of creation: **22/05/2019**

Charge code: **0912 6135 0002**

Persons entitled: **NATWEST MARKETS PLC**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

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:

KATE CLARKE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9126135

Charge code: 0912 6135 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2019 and created by TELFORD HOMES CHRISP STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2019 .

Given at Companies House, Cardiff on 29th May 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**

We certify this document as a true copy of the original

Eversheds Sutherland

Date:

23/5/18

EVERSIEDS SUTHERLAND (INTERNATIONAL) LLP

Deed of Accession

This Deed is made on 22 May 2019 between:

- (1) **Telford Homes Chrisp Street Limited** a company incorporated in England and Wales with company number 09126135, (the "**New Chargor**");
- (2) **Telford Homes Plc**, a company incorporated in England and Wales with company number 04118370 and registered office at Telford House, Queensgate Britannia Road, Waltham Cross, Hertfordshire EN8 7TF, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) **NatWest Markets Plc (previously known as The Royal Bank of Scotland Plc)** in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) **The Royal Bank of Scotland Plc** in its capacity as agent under the Facility Agreement (the "**Agent**").

1. INTERPRETATION

1.1 In this Deed:

"**Associated Rights**" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"**Charged Contracts**" means the documents brief particulars of which are set out in Schedule 3 (Charged Contracts).

"**Debenture**" means a debenture dated 6 March 2015 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent (under its former name of The Royal Bank of Scotland plc) and acceded to by Equipment Works Limited (formerly known as Telford Homes (Brentford) Limited) on 18 December 2017.

"**Derivative Payment**" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the New Chargor may derive from or be awarded or entitled to in respect of such asset.

"**Property**" means:

(a) the property specified in Schedule 1 (*Details of Property*); and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Associated Rights.

1.2 Unless a contrary indication appears:

1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and

1.2.2 the principles of construction set out or referred to in Clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. **REPRESENTATIONS**

The New Chargor warrants and represents to the Security Agent that:

2.1 it is a wholly owned Subsidiary of the First Chargor; and

2.2 It has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. **AGREEMENT TO ACCEDE**

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

4. **EFFECT OF ACCESSION**

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. **SECURITY**

5.1 **Security over all assets**

5.1.1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in Clause 3 (*Security*) of the Debenture.

5.1.2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) of this Deed or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

5.2.1 by way of first legal mortgage, all its Property;

5.2.2 by way of first fixed charge:

- 5.2.2.1 to the extent not effectively mortgaged under Clause 5.2.1, the Property;
- 5.2.2.2 to the extent that they are not effectively assigned under Clause 6 (*Assignment*), by way of first fixed charge, all of its rights under the Charged Contracts;
- 5.2.2.3 all the Shares listed in Schedule 2 (*Shares*) to this Deed; and
- 5.2.2.4 all the Distribution Rights accruing to or on the Shares listed in Schedule 2 (*Shares*) to this Deed.

6. **ASSIGNMENT**

Without limiting the generality of Clause 5.1 (*Security over all assets*) of this Deed or of the Debenture, the New Chargor, as further continuing security for the payment, discharge and performance of the Secured Obligations, assigns by way of security to the Security Agent all its rights, title and interest in and to the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts.

7. **AGREEMENT AND CONSENT BY CHARGORS**

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

8. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

9. **THIS DEED**

- 9.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
- 9.2 The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the First Chargor or any other member of the Group on the terms agreed in the Finance Documents. This Deed is made pursuant to the requirements of Clause 30.2.3 (*Additional Guarantors*) of the Facility Agreement.
- 9.3 The Agent and the First Chargor designate this Deed as a Finance Document.
- 9.4 This Deed and every counterpart is the property of the Security Agent.

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

SCHEDULE 1

The Properties

None at the date of this Deed.

SCHEDULE 2

Shares

Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
Chrisp Street Developments Limited	09268982	One ordinary share of £1.00

SCHEDULE 3

Charged Contracts

None at the date of this Deed.

The First Chargor

Executed as a deed by **TELFORD HOMES PLC**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Tom Barker Solicitor

Communications to be delivered to:

Address: Telford House
Queensgate
Britannia Road
Waltham Cross
Hertfordshire EN8 7TF

Fax number: 01992 809801

Attention: Finance Director

The New Chargor

Executed as a deed by **TELFORD HOMES
CHRISP STREET LIMITED**,
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Tom Barker Solicitor

Communications to be delivered to:

Address: Telford House
Queensgate
Britannia Road
Waltham Cross
Hertfordshire EN8 7TF

Fax number: 01992 809801

Attention: Finance Director

The Security Agent

Signed and delivered as a deed for and on
behalf of National Westminster Bank Plc
acting as agent for
NATWEST MARKETS PLC,
in the presence of:

as agent for **NATWEST MARKETS PLC**

Witness signature:

Witness Name:

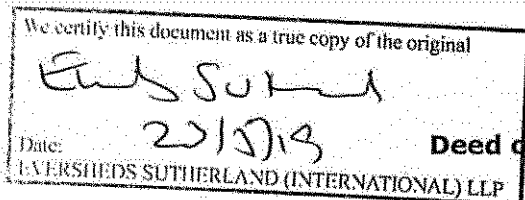
Witness Address:

Witness Occupation:

Communications to be delivered to:

Address:
IB Service & Operations
RBS
250 Bishopsgate
London EC2M 4AA

Attention: Anthony O'Flynn



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- (3) **NatWest Markets Plc (previously known as The Royal Bank of Scotland Plc)** in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
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- (a) the property specified in Schedule 1 (*Details of Property*); and
 - (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,
- and includes all Associated Rights.

1.2 Unless a contrary indication appears:

- 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
- 1.2.2 the principles of construction set out or referred to in Clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. **REPRESENTATIONS**

The New Chargor warrants and represents to the Security Agent that:

- 2.1 It is a wholly owned Subsidiary of the First Chargor; and
- 2.2 It has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. **AGREEMENT TO ACCEDE**

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**").

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5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) of this Deed or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

- 5.2.1 by way of first legal mortgage, all its Property;
- 5.2.2 by way of first fixed charge:

- 5.2.2.1 to the extent not effectively mortgaged under Clause 5.2.1, the Property;
- 5.2.2.2 to the extent that they are not effectively assigned under Clause 6 (*Assignment*), by way of first fixed charge, all of its rights under the Charged Contracts;
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SCHEDULE 1

The Properties

None at the date of this Deed.

SCHEDULE 2

Shares

Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
Chrip Street Developments Limited	09268982	One ordinary share of £1.00

SCHEDULE 3

Charged Contracts

None at the date of this Deed.

The First Chargor

Executed as a deed by **TELFORD HOMES PLC,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Communications to be delivered to:

Address: Telford House
Queensgate
Britannia Road
Waltham Cross
Hertfordshire EN8 7TF

Fax number: 01992 809801

Attention: Finance Director

The New Chargor

Executed as a deed by **TELFORD HOMES
CHRISP STREET LIMITED,**
acting by a director

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Communications to be delivered to:

Address: Telford House
Queensgate
Britannia Road
Waltham Cross
Hertfordshire EN8 7TF

Fax number: 01992 809801

Attention: Finance Director

The Security Agent

Signed and delivered as a deed for and on
behalf of National Westminster Bank Plc
acting as agent for
NATWEST MARKETS PLC
in the presence of:


as agent for **NATWEST MARKETS PLC**

ANTHONY O'FLYNN

Witness signature:



Witness Name: *PAUL KELLY*

Witness Address:



Witness Occupation: *BANK OFFICER*

Communications to be delivered to:

Address:
IB Service & Operations
RBS
250 Bishopsgate
London EC2M 4AA

Attention: Anthony O'Flynn