



**Registration of a Charge**

Company name: **1 SPINNINGFIELDS INVESTMENTS LTD**

Company number: **07278023**



X6FGF5YK

Received for Electronic Filing: **21/09/2017**

---

**Details of Charge**

Date of creation: **14/09/2017**

Charge code: **0727 8023 0004**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **AMONGST OTHERS, THE LAND KNOWN AS OR BEING "THE PAVILION" AS SHOWN EDGED RED ON PLAN 1 OF THE CHARGE. PLEASE REFER TO THE CHARGE INSTRUMENT FOR FURTHER DETAILS.**

**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: **WE 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:

**OSBORNE CLARKE LLP**



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

Company number: 7278023

Charge code: 0727 8023 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2017 and created by 1 SPINNINGFIELDS INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2017 .

Given at Companies House, Cardiff on 25th September 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

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

Execution Version

Dated this 21 September 2017

Signed *Osborne Clarke LLP* Supplemental Debenture

Osborne Clarke LLP THE SUPPLEMENTAL DEBENTURE is made on 14<sup>th</sup> September 2017.

Between:

2 Temple Back East

1. 1 Spinningfields Investments Ltd (a company registered in England and Wales with registration number 07278023 (the "Company"); and

Temple Quay, Bristol

2. Lloyds Bank plc (the "Security Agent").

BS1 6EG

#### Background

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Company has acquired interests in real property and, in accordance with clause 4 of the Amendment and Consent Letter (as defined in the Original Debenture (defined below)), the Company has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

The parties to this Supplemental Debenture agree as follows:

#### 1. Definitions and Construction

##### 1.1. Definitions

Terms defined in the Original Debenture and the Amendment and Consent Letter shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following terms have the following meanings:

"Additional Property" means:

- (i) all of the freehold and/or leasehold property of the Company specified in the Schedule (Additional Property);
- (ii) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (i) above; and
- (iii) the Related Property Rights arising in relation to any of the assets described in paragraphs (i) and (ii) above.

"Amendment and Consent Letter" means the amendment and consent letter dated on or around the date of this Supplemental Debenture between among others (1) the Company and (2) Lloyds Bank plc as Agent and Security Agent.

"Borrower Lease" means the 999 year Lease to be granted by the Propco, as landlord, to the Borrower, as tenant, and with Spinningfields Management Company Limited as the management company in relation to the Public Realm and Pavilion Escape.

"Common Areas" means the roads, footpaths, pavements, parking spaces including the car parking areas, forecourts, communal and amenity areas and any landscaping areas from time to time forming part of Spinningfields but excludes any of the

foregoing which are maintained at public expense from time to time together with all other areas or amenities at the Premises or outside the Premises but serving or otherwise being for the benefit of the Premises as a whole which are from time to time provided or designated for the common amenity or benefit of the owners or occupiers of the Premises whether or not used in common with the general public;

**"Original Debenture"** means the debenture between amongst others (1) the Company and (2) the Security Agent dated 18 March 2015.

**"Pavilion"** means land shown edged red on Plan 1;

**"Propco"** means 1 Spinningfields Trustee 1 Limited registered in Jersey (registered number 117356) and 1 Spinningfields Trustee 2 Limited, registered in Jersey (registered number 117357) acting in their capacity as joint trustees of the Allied London 1 Spinningfields Unit Trust, a property unit trust duly established under the laws of Jersey .

**"Public Realm and Pavilion Escape"** those parts of the Common Areas at No.1 Spinningfields, Byrom Street, Manchester as are shown edged red on Plan 2 and each and every part thereof including the granite paving and such other surface as may from time to time replace the granite paving together with the structural slabs beneath the granite paving and in respect of those parts of the premises shaded green, pink and yellow on Plan 2 from the underside of the soffit forming part of the public realm but excluding:

- (i) the airspace of that part of the premises shaded green on Plan 2 from and including the point 45 metres above ordnance datum points; and
- (ii) the airspace of that part of the premises shaded pink on the Plan 2 from and including the point 36.8 metres above ordnance datum points.

**"Plan 1"** means the plan attached as Annex 1 to this Supplemental Debenture as Plan 1.

**"Plan 2"** means the plan attached as Annex 2 to this Supplemental Debenture as Plan 2.

## 1.2. **Construction**

- (a) Unless a contrary intention appears, clause 1.2 (*Construction*) of the Senior Credit Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to **"this Agreement"** being deemed to be a reference to **"this Supplemental Debenture"**, subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

## 1.3. **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

## 1.4. **Implied Covenants for Title**

The obligations of the Company under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

**1.5. Effect as a Deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

**1.6. Trusts**

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 28.1 (b) of the Senior Credit Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

**2. Security Assets**

- 2.1. The Company, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property.
- 2.2. As security for payment of the Secured Liabilities, the Company assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in:
  - (a) the Insurances and the Insurance Proceeds;
  - (b) all Rental Income; and
  - (c) any Lease Document,

in each case relating to the Additional Property, together with all Related Rights relating thereto.

- 2.3. The Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

"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 supplemental debenture dated • in favour of • referred to in the charges register."

- 2.4. The Finance Parties must perform their obligations under the Senior Credit Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

**3. Incorporation**

The provisions of clause 4 (*Nature of Security*) to clause 19 (Miscellaneous) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

**4. Continuation**

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Company agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Finance Document.

5. **Governing law**

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

6. **Jurisdiction**

- 6.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2. 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.
- 6.3. This Clause 6 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**In witness** whereof this Supplemental Debenture has been duly executed on the above date first above written.

**Schedule**  
**Additional Property**

<b>Short Description of Additional Property</b>	<b>Title Number (if registered)</b>
The Pavilion	
Borrower Lease	



**Annex 1**

**Plan 1**

VANTAGE POINT

TEMPORARY

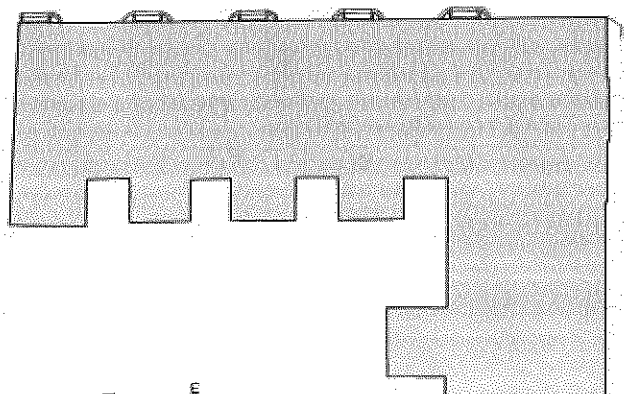
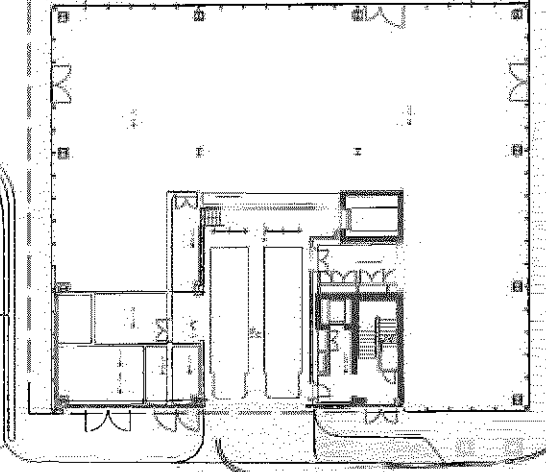
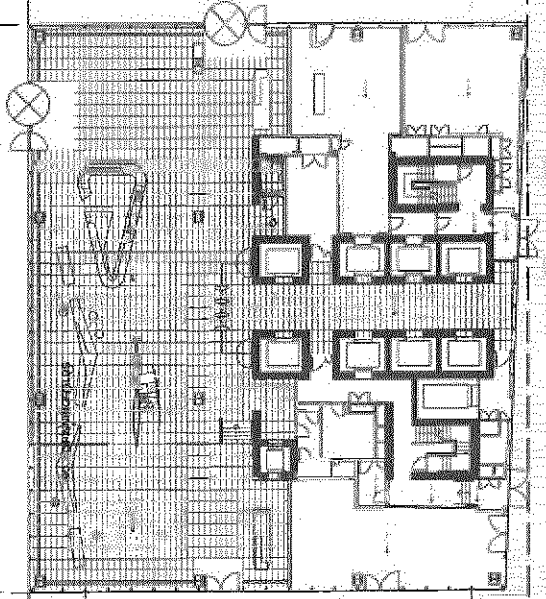
OPERA HOUSE

BYRON STREET

MAIN ENTRANCE

LARDER SQUARE

LARDER SQUARE



**Annex 2**

**Plan 2**

DATE	AMOUNT	REMARKS
1970	100.00	PAID TO THE BANK
1971	200.00	PAID TO THE BANK
1972	300.00	PAID TO THE BANK
1973	400.00	PAID TO THE BANK
1974	500.00	PAID TO THE BANK
1975	600.00	PAID TO THE BANK
1976	700.00	PAID TO THE BANK
1977	800.00	PAID TO THE BANK
1978	900.00	PAID TO THE BANK
1979	1000.00	PAID TO THE BANK
1980	1100.00	PAID TO THE BANK
1981	1200.00	PAID TO THE BANK
1982	1300.00	PAID TO THE BANK
1983	1400.00	PAID TO THE BANK
1984	1500.00	PAID TO THE BANK
1985	1600.00	PAID TO THE BANK
1986	1700.00	PAID TO THE BANK
1987	1800.00	PAID TO THE BANK
1988	1900.00	PAID TO THE BANK
1989	2000.00	PAID TO THE BANK
1990	2100.00	PAID TO THE BANK
1991	2200.00	PAID TO THE BANK
1992	2300.00	PAID TO THE BANK
1993	2400.00	PAID TO THE BANK
1994	2500.00	PAID TO THE BANK
1995	2600.00	PAID TO THE BANK
1996	2700.00	PAID TO THE BANK
1997	2800.00	PAID TO THE BANK
1998	2900.00	PAID TO THE BANK
1999	3000.00	PAID TO THE BANK
2000	3100.00	PAID TO THE BANK
2001	3200.00	PAID TO THE BANK
2002	3300.00	PAID TO THE BANK
2003	3400.00	PAID TO THE BANK
2004	3500.00	PAID TO THE BANK
2005	3600.00	PAID TO THE BANK
2006	3700.00	PAID TO THE BANK
2007	3800.00	PAID TO THE BANK
2008	3900.00	PAID TO THE BANK
2009	4000.00	PAID TO THE BANK
2010	4100.00	PAID TO THE BANK
2011	4200.00	PAID TO THE BANK
2012	4300.00	PAID TO THE BANK
2013	4400.00	PAID TO THE BANK
2014	4500.00	PAID TO THE BANK
2015	4600.00	PAID TO THE BANK
2016	4700.00	PAID TO THE BANK
2017	4800.00	PAID TO THE BANK
2018	4900.00	PAID TO THE BANK
2019	5000.00	PAID TO THE BANK
2020	5100.00	PAID TO THE BANK
2021	5200.00	PAID TO THE BANK
2022	5300.00	PAID TO THE BANK
2023	5400.00	PAID TO THE BANK
2024	5500.00	PAID TO THE BANK
2025	5600.00	PAID TO THE BANK
2026	5700.00	PAID TO THE BANK
2027	5800.00	PAID TO THE BANK
2028	5900.00	PAID TO THE BANK
2029	6000.00	PAID TO THE BANK
2030	6100.00	PAID TO THE BANK
2031	6200.00	PAID TO THE BANK
2032	6300.00	PAID TO THE BANK
2033	6400.00	PAID TO THE BANK
2034	6500.00	PAID TO THE BANK
2035	6600.00	PAID TO THE BANK
2036	6700.00	PAID TO THE BANK
2037	6800.00	PAID TO THE BANK
2038	6900.00	PAID TO THE BANK
2039	7000.00	PAID TO THE BANK
2040	7100.00	PAID TO THE BANK
2041	7200.00	PAID TO THE BANK
2042	7300.00	PAID TO THE BANK
2043	7400.00	PAID TO THE BANK
2044	7500.00	PAID TO THE BANK
2045	7600.00	PAID TO THE BANK
2046	7700.00	PAID TO THE BANK
2047	7800.00	PAID TO THE BANK
2048	7900.00	PAID TO THE BANK
2049	8000.00	PAID TO THE BANK
2050	8100.00	PAID TO THE BANK
2051	8200.00	PAID TO THE BANK
2052	8300.00	PAID TO THE BANK
2053	8400.00	PAID TO THE BANK
2054	8500.00	PAID TO THE BANK
2055	8600.00	PAID TO THE BANK
2056	8700.00	PAID TO THE BANK
2057	8800.00	PAID TO THE BANK
2058	8900.00	PAID TO THE BANK
2059	9000.00	PAID TO THE BANK
2060	9100.00	PAID TO THE BANK
2061	9200.00	PAID TO THE BANK
2062	9300.00	PAID TO THE BANK
2063	9400.00	PAID TO THE BANK
2064	9500.00	PAID TO THE BANK
2065	9600.00	PAID TO THE BANK
2066	9700.00	PAID TO THE BANK
2067	9800.00	PAID TO THE BANK
2068	9900.00	PAID TO THE BANK



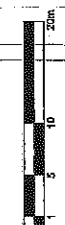
48912

SHEPPARD ROBSON

27th Floor City Tower, 10000 Plaza, Philadelphia, PA 19103  
P: 484.601.2233 EXT. 8100 E: [info@hardman-square.com](mailto:info@hardman-square.com)

1500 0728 2017 ALB VC NAB  
TTLJ  
PUBLIC HEALTH AND NO.1 BASEMENT ESCAPE PLAN

INFORMATION  
DRAWING NO.  
5514-QD-806  
REV.  
C



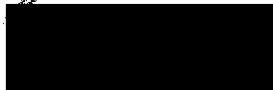
**Signatories to this Deed**

Executed as a deed by )  
1 Spinningfields Investments )  
Ltd )  
acting by Andy Campbell )  
in the presence of: )

Signature of director



Signature of witness



Name of witness

ALICE CASEY

Address of witness

Shoosmiths LLP  
The XYZ Building  
2 Hardman Boulevard  
Spinningfields  
Manchester  
M3 3AZ

Occupation of witness

SOLICITOR

**Notice Details**

Address: c/o Allied London Properties, Marble Arch Tower, Bryanston Street, London W1H 7AA  
Fax: (00 44) (0)207 758 4007  
Attention:

**Security Agent**

Signed by )  
authorised signatory )  
for and on behalf of )  
Lloyds Bank plc )

**Notice Details**

Address: 10 Gresham Street, London EC2V 7 HN  
Attention:

**Signatories to this Deed**

Executed as a deed by )  
1 Spinningfields Investments )  
Ltd )  
acting by \_\_\_\_\_ )  
in the presence of: )

Signature of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

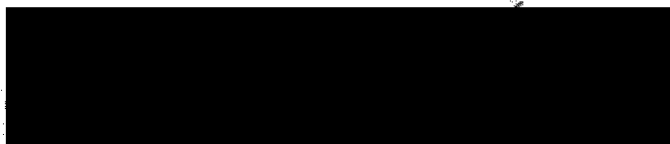
Occupation of witness .....

**Notice Details**

Address: c/o Allied London Properties, Marble Arch Tower, Bryanston Street, London W1H 7AA  
Fax: (00 44) (0)207 758 4007  
Attention:

**Security Agent**

Signed by )  
authorised signatory )  
for and on behalf of )  
Lloyds Bank plc )



**Notice Details**

Address: 10 Gresham Street, London EC2V 7 HN  
Attention: