



Registration of a Charge

Company name: **TANGLEWOOD (PROPCO) LIMITED**

Company number: **12328549**



X8JQK9EO

Received for Electronic Filing: **06/12/2019**

Details of Charge

Date of creation: **04/12/2019**

Charge code: **1232 8549 0001**

Persons entitled: **CLYDESDALE BANK PLC**

Brief description: **AMONGST OTHERS, LAND LYING TO THE NORTH WEST OF LONDON ROAD, LITTLE LONDON, SPALDING WITH LAND REGISTRY TITLE NUMBER LL74007. PLEASE REFER TO THE SUPPLEMENTAL DEBENTURE FOR MORE INFORMATION.**

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: 12328549

Charge code: 1232 8549 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2019 and created by TANGLEWOOD (PROPCO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2019 .

Given at Companies House, Cardiff on 9th December 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 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.

Dated this 6 December 2019

Signed *O. Hedder*

Osborne Clarke LLP

Supplemental Debenture

One London Wall

This Supplemental Debenture is made on

4 December 2019

London Between:

- EC2Y 5E (1) Tanglewood (Propco) Limited (company number 12328549) whose registered office is at 8th Floor, 1 Fleet Place, London EC4M 7RA (the "Chargor"); and
- (2) Clydesdale Bank Plc (the "Lender").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in real property and, in accordance with sub-clause 5.1 (*General*) of the Original Debenture (defined below) has agreed to enter into this Supplemental Debenture to create security over such property.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Original Debenture 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 definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the schedule (*Additional Property*) to this Supplemental Debenture;
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a) above; and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b) above.

"Original Debenture" means the debenture made between amongst others (1) the Chargor and (2) the Lender dated 4 December 2019.

1.2 Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facility Agreement apply 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.
- (a) Any references to the Lender 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 Chargor 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 Lender may have executed it under hand only.

1.6 **Trusts**

The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2 **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, the Chargor, as security for the payment of the Secured Liabilities:

- (b) charges in favour of the Lender, with full title guarantee, by way of legal mortgage, the Additional Property.
- (a) assigns, by way of security, with full title guarantee to the Lender all its right, title and interest in:
 - (i) the Insurances and the Insurance Proceeds;
 - (ii) all Rental Income;
 - (iii) any Lease Document; and
 - (iv) any Additional Assigned Agreements,in each case relating to the Additional Property, together with all Related Rights relating thereto.

2.2 The Chargor hereby irrevocably consents to the Lender 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 Clydesdale Bank plc referred to in the charges register."

2.3 The Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Lender 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 2 (*Covenant to pay*) and clauses 4 (*Nature of Security*) to 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 Chargor 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 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

**Schedule
Additional Property**

Chargor	Address or description of Additional Property	Tenure	Title Number (if registered)
Tanglewood (Propco) Limited	Land lying to the North West of London Road, Little London, Spalding	Freehold	LL74007
Tanglewood (Propco) Limited	Land at Long Leys Road, Lincoln, LN1 1EG (known as Cloverleaf Care Home)	Freehold	LL258465
Tanglewood (Propco) Limited	Hunters Creek Nursing Home, London Road, Boston, Lincolnshire PE21 7HB	Freehold	LL56326, LL120393, LL387610, LL84894, LL187934 and LL100245

Executed as a deed by)
Tanglewood (Propco) Limited)
acting by Helen Wetherall)
a director)
in the presence of:)

Signature of director ..

Signature of witness

Name of witness

AMANDA ROBINSON

Address of witness

3rd FLOOR LIBERATION HOUSE
CASTLE STREET, ST. HELIER,
JERSEY, JE2 2LT

Occupation of witness

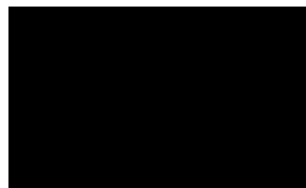
ASSOCIATE DIRECTOR

Notice Details

Address: 8th Floor, 1 Fleet Place, London, England, EC4M 7RA
Attention: The secretary / Directors

Lender

Signed by Duncan Leitch)
authorised signatory)
for and on behalf of)
Clydesdale Bank Plc)



Notice Details

Address: 137 New Street, Birmingham B2 4NS

Attention: Gavin Dean