



**Registration of a Charge**

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

Company number: **12328549**



X9HNWFKB

Received for Electronic Filing: **12/11/2020**

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**Details of Charge**

Date of creation: **11/11/2020**

Charge code: **1232 8549 0003**

Persons entitled: **CLYDESDALE BANK PLC**

Brief description: **THE LAND AT PLOT H, THE QUADRANT DEVELOPMENT, TYTTON LANE EAST, WYBERTON WITH LAND REGISTRY TITLE NUMBER LL393283. PLEASE REFER TO THE INSTRUMENT 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.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2020 and created by TANGLEWOOD (PROPCO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2020 .

Given at Companies House, Cardiff on 13th November 2020

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 this 12 November 2020

Signed 

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

EXECUTION VERSION

### Supplemental Debenture

This Supplemental Debenture is made on 11 November 2020

#### Between:

- (1) **Tanglewood (Propco) Limited**, an entity incorporated in England and Wales (registration number 12328549) and whose registered office is at 8th floor, 1 Fleet Place, London EC4M 7RA (the "**Chargor**"); and
- (1) **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 the Additional Property and 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) the property described in the schedule (*Additional Property*) to this Supplemental Debenture; and
- (b) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) any Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

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

##### 1.1 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.

(b) Any references to the Lender or any Receiver shall include its Delegate.

**1.2 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.

**1.3 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.

**1.4 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.

**1.5 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, charges in favour of the Lender, with full title guarantee, by way of first fixed charge, the Additional Property.

**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.**

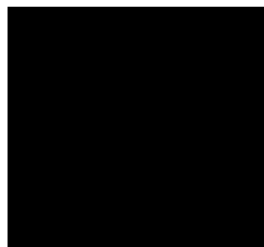
**Schedule**

**Additional Property**

<b>Chargor</b>	<b>Address or description of Property</b>	<b>Title Number (if registered)</b>
Tanglewood (Propco) Limited	Land at Plot H, The Quadrant Development, Tytton Lane East, Wyberton	LL393283

**Original Chargor**

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*

*Rebecca Brooke*

*Address of witness*

Langham Hall Fund Management (Jersey) Ltd  
3rd Floor Liberation House  
Castle Street  
St. Helier  
Jersey JE1 2LH

*Occupation of witness*

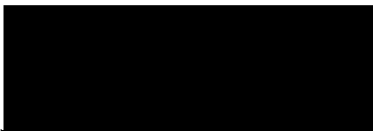
*Funds Administrator*

**Notice Details**

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



Lender

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

)  
) DUNCAN LEITCH  
) SENIOR DIRECTOR  
)  
)

**Notice Details**

Address: 137 New Street, Birmingham B2 4NS  
Attention: Gavin Dean