

MR01

Particulars of a charge

Oyez

446326/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.comp

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT
You may not use this form to
register a charge where
instrument Use form M

TUESDAY



A33 *A34E1HCZ*
25/03/2014 #45
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 8 4 4 7 9 0 5

Company name in full Fairthatch GR Limited

15 For official use

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 1 0 3 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name John Lewis Partnership Pensions Trust

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Company charges with full title guarantee, by way of legal mortgage, the below property

All that property being the Freehold land on the south side of Kennedy Way Yate in the district of South Gloucestershire, more particularly known as Flats 1 - 41 (odds) (excl 13) Normandy Drive Yate Bristol BS37 4FJ and which are currently part of Title No GR304155

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Trustee statement ⓘ

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

ⓘ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

×

Osborne Clarke

×

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
1000229/JDJ

Company name
Osborne Clarke

Address
One London Wall

Post town
London

County/Region

Postcode
E C 2 Y S E B

Country
United Kingdom

DX
466 London

Telephone
0207 105 7364



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8447905

Charge code: 0844 7905 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2014 and created by FAIRTHATCH GR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2014

Given at Companies House, Cardiff on 28th March 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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

Date *22 March 2014*

Signed *Osborne Clarke* Osborne Clarke, One London Wall, London
Supplemental Debenture EC2Y 5EB

The Supplemental Debenture is made on *21 March* 2014

Between

- (1) **Fairthatch GR Limited** (a company registered in England and Wales with registration number 08447905) (the "**Company**"), and
- (2) **John Lewis Partnership Pensions Trust** (the "**Lender**")

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 Schedule 2 (Part B) clause 3(a) of the PPFA (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 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

- (a) all of the freehold and/or leasehold property of the Company specified in the Schedule (Additional Property),
- (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 Property Rights arising in relation to any of the assets described in paragraphs (a) and (b) above

"Original Debenture" means the debenture between (1) the Company and (2) the Lender dated 22 May 2013

1.2 Construction

- (a) Unless a contrary intention appears, clause 1.2 (*Construction*) of the PPFA 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 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 Deed 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 Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Effect as a Deed

This Deed 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 Deed is 125 years

2 Security Assets

2.1 The Company, as security for the payment of the Secured Liabilities, charges in favour of the Lender, 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 Lender all its right, title and interest in

(a) the Insurances and the Insurance Proceeds,

(b) all Rental Income,

(c) any Lease Document, and

(d) other assets,

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

2.3 The Company 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 *21 March 2014* in favour of John Lewis Partnership Pensions Trust referred to in the charges register "

2.4 The Finance Parties must perform their obligations under the PPFA (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 4 (*Continuing Security*) to clause 18 (*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 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 amended and supplemented by this Supplemental Debenture and to this Supplemental Debenture

4.4 This Supplemental Debenture is designated 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 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 whereof this Supplemental Debenture has been duly executed on the above date first above written

Schedule

Additional Property

Short Description of Additional Property	Title Number (if registered)
All that property being the Freehold land on the south side of Kennedy Way Yate in the district of South Gloucestershire, more particularly known as Flats 1 - 41 (odds) (excl 13) Normandy Drive Yate Bristol BS37 4FJ and which are currently part of Title No. GR304155	

Signatories to this Deed

Chargor

Executed as a deed by)
FAIRTHATCH GR LIMITED)
acting by)
in the presence of)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness



Lender

Signed for and on behalf of)
JOHN LEWIS PARTNERSHIP)
PENSIONS TRUST)
by its duly authorised attorney)
in the presence of)

Signature of witness .

Name of witness

Address of witness

Occupation of witness

Notice Details

Address c/o Pramerica Real Estate Investors, Grand Buildings, 1-3 Strand, London WC2N 5HR
Fax. +44 (0)207 766 2449
Attention Philip Jacobs

Signatories to this Deed

Chargor

Executed as a deed by)
FAIRTHATCH GR LIMITED)
acting by)
in the presence of)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Lender

Signed for and on behalf of)
JOHN LEWIS PARTNERSHIP)
PENSIONS TRUST)
by its duly authorised attorney)
in the presence of)

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address c/o Pramerica Real Estate Investors, Grand Buildings, 1-3 Strand, London WC2N
 5HR
Fax +44 (0)207 766 2449
Attention Philip Jacobs