



Registration of a Charge

Company name: **FAIRTHATCH GR LIMITED**

Company number: **08447905**



X5D1T0DU

Received for Electronic Filing: **10/08/2016**

Details of Charge

Date of creation: **04/08/2016**

Charge code: **0844 7905 0041**

Persons entitled: **JOHN LEWIS PARTNERSHIP PENSIONS TRUST**

Brief description: **ALL THAT PROPERTY BEING THE FREEHOLD LAND AT MERTON RISE CHINEHAM LANE BASINGSTOKE MORE PARTICULARLY KNOWN AS FLATS AT 1-6 SHRIVENHAM WALK BASINGSTOKE RG24 9GR AND 6-28 (EVENS) BANBURY WAY BASINGSTOKE RG24 9FR WHICH ARE CURRENTLY PART OF TITLE NO. HP688832.**

Contains fixed charge(s).

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: 8447905

Charge code: 0844 7905 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2016 and created by FAIRTHATCH GR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2016 .

Given at Companies House, Cardiff on 11th August 2016

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 10 August 2016

Signed *Osborne Clarke LLP*

Osborne Clarke LLP

2 Temple Back East

Supplemental Debenture

The Supplemental Debenture is made on

4 August

2016

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 _____ 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 at Merton Rise Chineham Lane Basingstoke more particularly known as Flats at 1 – 6 Shrivenham Walk Basingstoke RG24 9GR and 6 – 28 (evens) Banbury Way Basingstoke RG24 9FR which are currently part of Title No. HP688832	

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

[Redacted Signature]

[Redacted Signature]

CAROLINE FRANCIS

[Redacted Address]

ACQUISITION MANAGER

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 PGIM Real Estate, Grand Buildings, 1-3 Strand, London WC2N 5HR
Fax: +44 (0)207 766 2449
Attention: James Stacey

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

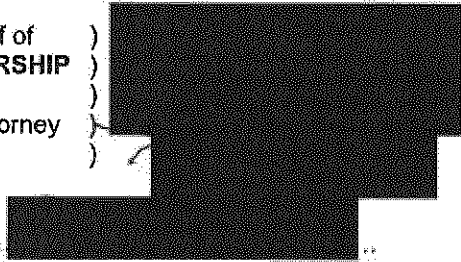
Name of witness

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

Fiona Docwra

PGIM Real Estate
Grand Buildings
1-3 Strand
London
WC2N 5HR

UK Team Assistant

Notice Details

Address: c/o PGIM Real Estate, Grand Buildings, 1-3 Strand, London WC2N 5HR
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Attention: James Stacey