

MR01

Particulars of a charge

445208/20

Oyez

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 for**  
You may not use this  
register a charge where  
instrument Use form

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

☒ You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record



RCS 20/01/2014 #41  
COMPANIES HOUSE  
\*R2ZY5KW2\*  
A14 15/01/2014 #263  
COMPANIES HOUSE  
\*A2ZM83ZM\*

1 Company details

Company number 08447905  
Company name in full Fairthatch GR Limited (the "Company")

(9)

**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 01/03/2014

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 (the "Lender")

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

# MR01

## Particulars of a charge

<b>4</b>	<b>Description</b>	
Description	<p>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</p> <p>The Company charges in favour of the Lender, with full title guarantee, by way of legal mortgage, the Additional Property.</p> <p><i>In this form MR01.</i></p> <p><b>"Additional Property"</b> means all that property being the freehold land at Nunnery Fields Hospital Nunnery Fields Canterbury in the district of Canterbury, more particularly known as flats 81-107 (odds) George Roche Road Canterbury CT1 3FF; and flats 70-84 (evens) George Roche Road Canterbury CT1 3FG and which are currently part of Title No. K862461.</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
<b>5</b>	<b>Fixed charge or fixed security</b>	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

MR01

Particulars of a charge

8

**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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X




Osborne Clarke




X

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

# MR01

## Particulars of a charge

	<b>Presenter information</b>
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/HBZ
Company name	Osborne Clarke
Address	One London Wall
Post town	London
County/Region	
Postcode	E C 2 Y 5 E B
Country	
DX	466 LDN
Telephone	+44 20 7105 7472
	<b>Certificate</b>
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.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
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'.	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland.</b> 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)	
<b>For companies registered in Northern Ireland.</b> 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	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

## PROFORMA

Company Number	08447905
Company Name	Fairthatch GR Limited
Contact Name/ Organisation	Heidi Bernard 1000229/HBZ
Address	Osborne Clarke, 1 London Wall, London EC2Y 5EB

**The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☒ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge  
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge  
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge

- ☐ Date that property or undertaking was acquired
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge  
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge  
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge  
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge  
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

**Please amend the definition of "Additional Property" to:**

**"Additional Property"** means all that property being the freehold land at Nunnery Fields Hospital Nunnery Fields Canterbury in the district of Canterbury, more particularly known as flats 81-107 (odds) George Roche Road Canterbury CT1 3FF, flats 165-181 (odds) George Roche Road, Canterbury CT1 3FF, and flats 70-84 (evens) George Roche Road Canterbury CT1 3FG and which are currently part of Title No K862461.



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

Company number: 8447905

Charge code: 0844 7905 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th January 2014 and created by FAIRTHATCH GR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2014

*DX*

Given at Companies House, Cardiff on 20th January 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



We hereby certify that this is a true  
and accurate copy of the original document  
dated 13 day of January

*Osborne Clarke*

**Supplemental Debenture**  
Osborne Clarke  
1 London Wall  
London  
EC2Y 5EB

The Supplemental Debenture is made on 13 January 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 13 January 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 at Nunnery Fields Hospital Nunnery Fields Canterbury in the district of Canterbury, more particularly known as flats 81 – 107 (odds) George Roche Road Canterbury CT1 3FF, flats 165 – 181 (odds) George Roche Road Canterbury CT1 3FF, and flats 70 – 84 (evens) George Roche Road Canterbury CT1 3FG and which are currently part of Title No. K862461	TBA

## 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