

MR01

Particulars of a charge

445703 / 2e

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

☒ **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 form to
register a charge where there is
an instrument. Use form MR08

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
must be scanned and placed on the public record

WED MONDAY



RCS 20/01/2014 #42

COMPANIES HOUSE
A14 15/01/2014 #264

COMPANIES HOUSE

1 Company details

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

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 13/01/2014

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

4

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 in favour of the Lender, with full title guarantee, by way of legal mortgage, the Additional Property.

In this form MR01:

"Additional Property" means all that property being Freehold land known as Iconia House and Azzura House, 6-8 (even) Homesdale Road, Bromley, Kent BR2 9FT and Flats 1-69 (excluding 13) Iconia House, 6 Homesdale Road, Bromley, Kent BR2 9FS as the same is registered under title number SGL624504.

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

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

	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/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
	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:	
<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	

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

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 Freehold land known as Iconia House and Azzura House, 6-8 (even) Homesdale Road, Bromley more particularly comprising flats 1-33 (excluding 13) Azzura House, 8 Homesdale Road, Bromley, Kent BR2 9FT and Flats 1-69 (excluding 13) Iconia House, 6 Homesdale Road, Bromley, Kent BR2 9FS as the same is registered under title number SGL624504.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8447905

Charge code: 0844 7905 0010

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

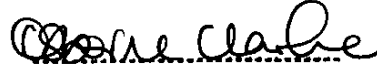


Companies House



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
2014


Osborne Clarke
London Wall
London
EC2Y 5EB

Supplemental Debenture

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 known as Iconia House and Azzura House, 6 – 8 (even) Homesdale Road, Bromley more particularly comprising flats 1 – 33 (excluding 13) Azzura House, 8 Homesdale Road, Bromley, Kent BR2 9FT and Flats 1 – 69 (excluding 13) Iconia House, 6 Homesdale Road, Bromley, Kent BR2 9FS as the same is registered under title number SGL624504	SGL624504

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