



**Registration of a Charge**

Company name: **HOUSE OF FRASER LIMITED**

Company number: **SC021928**



X53D3S2W

Received for Electronic Filing: **23/03/2016**

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**Details of Charge**

Date of creation: **22/03/2016**

Charge code: **SC02 1928 0032**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES.**

Brief description: **THE MORTGAGED PROPERTY BEING 26-40 (EVEN) ENGLISH STREET CARLISLE (TITLE NUMBER CU148016) AND OTHER MORTGAGED PROPERTY SPECIFIED IN THE INSTRUMENT.**

**Contains fixed charge(s).**

**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: **I 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:

**CLIFFORD CHANCE LLP**



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

Company number: 21928

Charge code: SC02 1928 0032

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd March 2016 and created by HOUSE OF FRASER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2016 .

Given at Companies House, Edinburgh on 23rd March 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**

**THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS**

**IN FAVOUR OF**

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
AS THE SECURITY AGENT**

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**SUPPLEMENTAL MORTGAGE  
RELATING TO A DEBENTURE  
DATED 11 AUGUST 2015**

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THIS SUPPLEMENTAL MORTGAGE is made by way of deed on 22 March 2016 by:

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "Chargor") in favour of:
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as security trustee for each of the Secured Parties (the "Security Agent").

**WHEREAS:**

Pursuant to the Debenture (as defined below) each Chargor agreed to create, subject to the obtaining of any necessary consent, fixed security over the Mortgaged Property.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Terms defined**

In this Supplemental Mortgage:

"**Debenture**" means the debenture dated 11 August 2015 granted by, amongst others, each Chargor in favour of the Security Agent.

"**Mortgaged Property**" means the leasehold property specified in Schedule 2 (*Mortgaged Property*).

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any contract, licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, privileges, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"**Secured Obligations**" means all present and future monies, debts, liabilities and obligations due and owing or incurred at any time of any member of the Group to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party (both actual and contingent and whether incurred solely or jointly with any other person and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Senior Secured Finance Documents), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under the Senior Secured Finance Documents.

## 1.2 Terms defined in the Debenture

Unless defined in this Supplemental Mortgage, or the context otherwise requires, a term defined in the Debenture (or defined by reference therein) has the same meaning in this Supplemental Mortgage, and in any notice given under or in connection with this Supplemental Mortgage, as if:

- (a) "Property" as defined in the Debenture is construed as referring to the Mortgaged Property; and
- (b) all references in those defined terms to the Debenture were a reference to this Supplemental Mortgage or that notice.

## 1.3 Application of provisions in the Debenture

Clauses 1.2 (*Construction*) to 1.6 (*Third Party Rights*) (inclusive), 4 (*Further Assurance*), 7.1 (*Title Documents*) and clauses 9 (*Security Agent's Power to Remedy*) to 27 (*Governing Law and Jurisdiction*) (inclusive) of the Debenture are deemed to form part of this Supplemental Mortgage as if expressly incorporated into it and as if all references in those clauses to:

- (a) "Debenture" were references to this Supplemental Mortgage; and
- (b) "Charged Property" were references to the Mortgaged Property.

## 1.4 Separate Security

Clauses 3.1 (*Mortgage*) and 3.2 (*Fixed Charge*) shall be construed as creating a separate and distinct mortgage or fixed charge over the Mortgaged Property and the failure to create an effective mortgage (whether arising out of this Supplemental Mortgage or any act or omission by any party) over the Mortgaged Property shall not affect the nature of any fixed charge imposed on the Mortgaged Property (and vice versa).

## 1.5 Debenture

It is agreed that this Supplemental Mortgage is supplemented to the Debenture and, except insofar as supplemented by this Supplemental Mortgage, the Debenture shall remain in full force and effect.

## 1.6 Finance Document

This Supplemental Mortgage is a Finance Document.

## 2. COVENANT TO PAY

Each Chargor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will, on demand of the Security Agent pay the Secured Obligations, **provided that** the relevant Secured Obligations owed by it have fallen due for payment.

### **3. SUPPLEMENTAL SECURITY**

#### **3.1 Mortgage**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), as continuing security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

#### **3.2 Specific Security**

Each Chargor charges with full title guarantee to the Security Agent (as trustee for the Secured Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*)), as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all other interests in the Mortgaged Property and all corresponding Related Rights.

### **4. IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Supplemental Security*).
- (b) It shall be implied in respect of Clause 3 (*Supplemental Security*) that each Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

### **5. APPLICATION TO THE LAND REGISTRY**

Promptly following the date hereof, each Chargor shall apply to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged Property in the following or substantially similar terms.

"No transfer or charge 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 charge dated \_\_\_\_\_ in favour of HSBC Corporate Trustee Company (UK) Limited (as Security Agent) referred to in the charges register."

### **6. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except where agreed in writing by the Security Agent or as permitted under the Senior Secured Finance Documents, no Chargor may at any time:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Mortgaged Property; or
- (b) sell, transfer or otherwise dispose of all or any part of the Mortgaged Property or the right to receive or be paid the proceeds arising on the disposal of the same; or

- (c) dispose of the equity of redemption in respect of all or any part of the Mortgaged Property.

**7. FURTHER ADVANCES**

Subject to the terms of the Senior Secured Finance Documents, each Finance Party under the Senior Secured Facility Agreement is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated into this Supplemental Mortgage. Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

**8. EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Supplemental Mortgage.

**9. GOVERNING LAW**

This Supplemental Mortgage and all non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SUPPLEMENTAL MORTGAGE** has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this Supplemental Mortgage.



**SCHEDULE 1  
THE CHARGORS**

<b>Name of Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
House of Fraser (Stores) Limited	SC010677, Scotland	Granite House, 31 Stockwell Street, Glasgow G1 4RZ
House of Fraser Limited	SC021928, Scotland	Granite House, 31 Stockwell Street, Glasgow G1 4RZ

**SCHEDULE 2**  
**MORTGAGED PROPERTY**

Address	Freehold/Leasehold	Chargor Company	Title Number
26-40 (even) English Street Carlisle	Leasehold	House of Fraser Limited	CU148016
Land adjoining 26-40 (even) English Street Carlisle	Leasehold	House of Fraser Limited	CU164045
37 High St Exeter	Leasehold	House of Fraser (Stores) Limited	DN554759
Unit 1 Craster Court, Team Valley Trading Estate Gateshead	Leasehold	House of Fraser (Stores) Limited	TY423215
Unit 65, Metro Centre Gateshead	Leasehold	House of Fraser (Stores) Limited	TY197538
Mall frontage of Unit 65 Metro Centre Gateshead	Leasehold	House of Fraser (Stores) Limited	TY197538 (allocated)
Store 1, Kingsgate Shopping Centre Huddersfield	Leasehold	House of Fraser (Stores) Limited	WYK712255

Northfield Apex, Northfield Drive Milton Keynes	Leasehold	House of Fraser (Stores) Limited	BM374237
Northfield Apex, Northfield Drive Milton Keynes	Leasehold	House of Fraser (Stores) Limited	BM363648
Unit 300, The Victoria Centre Nottingham	Leasehold	House of Fraser (Stores) Limited	NT342763

33 High Street Skipton	Leasehold	House of Fraser (Stores) Limited	NYK309683
244-250 New Row, Telford	Leasehold	House of Fraser (Stores) Limited	SL157923
Units MSU 2 (A) Lakeside Shopping Centre, Thurrock	Leasehold	House of Fraser (Stores) Limited	EX512265
Units MSU 2 (B) Lakeside Shopping Centre, Thurrock	Leasehold	House of Fraser (Stores) Limited	EX512266

**EXECUTION PAGE**

**Chargors**

**EXECUTED** as a **DEED** by

**HOUSE OF FRASER (STORES) LIMITED** acting by:

as Director:

Witness signature:

Name:

STEPHEN BARWICK

Address:

Occupation:

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED** as a **DEED** by  
**HOUSE OF FRASER LIMITED** acting by:

as Director:

Witness signature:

Name:

ROSE MORELAND

Address:

Occupation:

#### Notice Details

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**Security Agent**

**EXECUTED** as a **DEED** by  
**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** acting by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation: \_\_\_\_\_

**Notice Details**

Address: 8 Canada Square, London E14 5HQ

Facsimile: +44 (0) 20 7991 4351

Attention: CTLA Trustee Services Administration