



Registration of a Charge

Company name: **FOLKESTONE HARBOUR NOMINEE (1) LIMITED**
Company number: **06024730**



X7KNT237

Received for Electronic Filing: **12/12/2018**

Details of Charge

Date of creation: **11/12/2018**
Charge code: **0602 4730 0002**
Persons entitled: **FOLKESTONE HARBOUR HOLDINGS LIMITED**
Brief description: **THE LAND AT FOLKESTONE HARBOUR, FOLKESTONE CT20 1QH
COMPRISED IN A LEASE DATED 11 DECEMBER 2018 BETWEEN
FOLKESTONE HARBOUR HOLDINGS LIMITED, THE COMPANY AND
ANOTHER, FOLKESTONE HARBOUR NOMINEE (1) LIMITED TO THE
LEASE WHICH WAS GRANTED OUT OF THE FREEHOLD WHICH WAS
AT THE TIME REGISTERED UNDER THE TITLE NUMBER TT74397. FOR
MORE DETAILS REFER TO THE INSTRUMENT.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

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:

CHARLOTTE WESTBY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6024730

Charge code: 0602 4730 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2018 and created by FOLKESTONE HARBOUR NOMINEE (1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2018 .

Given at Companies House, Cardiff on 13th December 2018

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

DATED 11 December

2018

FOLKESTONE HARBOUR HOLDINGS LIMITED
as Lender

**FOLKESTONE HARBOUR NOMINEE (1) LIMITED and FOLKESTONE HARBOUR
NOMINEE (2) LIMITED**
as Mortgagors

SUPPLEMENTAL MORTGAGE

in respect of a debenture dated 13 October 2010

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

Bryan Cave Leighton Paisner LLP
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Adelaide House
London Bridge
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DATED

11 December

2018

PARTIES

- (1) **FOLKESTONE HARBOUR NOMINEE (1) LIMITED** (company number 6024730) and **FOLKESTONE HARBOUR NOMINEE (2) LIMITED** (company number 6044811) (the "Mortgagors" with each being a "Mortgagor")
- (2) **FOLKESTONE HARBOUR HOLDINGS LIMITED** (company number 5124490) (the "Lender")

RECITALS

This mortgage is supplemental to a debenture dated 13 October 2010 between, among others, the Mortgagors, the other Chargors named in it and the Lender (as supplemented and amended from time to time, the "Debenture").

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meaning in this Supplemental Mortgage.

1.2 Construction

The principles of construction set out in Clause 1.2 (*Construction*) of the Debenture shall apply to this Supplemental Mortgage, insofar as they are relevant to it, as they apply to the Debenture.

1.3 Joint and several Mortgagors

Where two or more Mortgagors have an interest in the same Land:

- (a) such of them as have a joint interest in the same Land shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the Land;
- (b) each such Mortgagor shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the Land;
- (c) each such Mortgagor shall be deemed to have confirmed the Security Assets granted by the others;
- (d) the power of attorney granted under Clause 5 of this Supplemental Mortgage in relation to such Security Assets shall be deemed to have been granted and ratified by such of the Mortgagors as have a joint interest in such Security Assets.

1.4 Effect as a deed

This Supplemental Mortgage shall take effect as a deed even if it is signed under hand on behalf of the Lender.

2 **SECURITY**

- 2.1 Each Mortgagor charges by way of legal mortgage its interest in the Land referred to opposite its name in the Schedule.
- 2.2 Each Mortgagor charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to in the Land referred to opposite its name in the Schedule.
- 2.3 Each Mortgagor assigns absolutely all Rental Income.
- 2.4 Each Mortgagor covenants with the Lender to perform and observe all its covenants and obligations expressed in or implied by the terms of the Debenture as if they were set out here in full (with all necessary modifications) and shall apply to Land as appropriate including Clause 7.2 (Negative Pledge) of the Debenture.
- 2.5 All the terms of the Debenture (other than the terms of Clause 3 (*Creation of Security*)) shall apply to this Supplemental Mortgage as if set out in full herein.

3 **LAW**

This Supplemental Mortgage is governed by English law.

4 **ATTORNEY**

- 4.1 Each Mortgagor charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to in the Land referred to opposite its name in the Schedule.
- 4.2 Each Mortgagor by way of security irrevocably appoints the Lender and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Supplemental Mortgage and/or the value of any of the Land and/or for the purpose of enforcing the performance of each Mortgagor's obligations in connection with this Supplemental Mortgage.
- 4.3 Each Mortgagor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

5 **LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Land contained in this Supplemental Mortgage to be a valid disposition in accordance with section 2 (1) of the Law of Property (Miscellaneous Provisions) Act 1989.

6 **RIGHTS OF THIRD PARTIES**

- 6.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

7

COUNTERPARTS

This Supplemental Mortgage may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

8

GOVERNING LAW

This Supplemental Mortgage and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

**Schedule
Land**

Name of Chargor	Description and Address	Title Number
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Land at Folkestone Harbour, Folkestone CT20 1QH	TT74397

EXECUTION PAGE

Mortgagors

Executed as a deed by
FOLKESTONE HARBOUR NOMINEE (1)
LIMITED acting by **ROGER DE HAAN** in
the presence of a witness:



Director

Witness details:



Signature of witness:

R. De Haan

Name of witness:



Address:

Occupation:

Accountant

Executed as a deed by
FOLKESTONE HARBOUR NOMINEE (2)
LIMITED acting by **ROGER DE HAAN** in
the presence of a witness:



Director

Witness details:



Signature of witness:

R. De Haan

Name of witness:



Address:

Occupation:

Accountant

Executed as a deed by
**FOLKESTONE HARBOUR HOLDINGS
LIMITED** acting by **ROGER DE HAAN** in
the presence of a witness:

TABLE 1. *Continued*

[illegible]

RICHARD FRISCH

[illegible]

Account

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