

MG01

Particulars of a mortgage or charge

519365/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



A33 22/10/2010 6
COMPANIES HOUSE

1

Company details

Company number 6 0 4 4 8 1 1

Company name in full Folkestone Harbour Nominee (2) Limited
the ("Company")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d3 m1 m0 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture dated 13 October 2010 between, among others, (1) the Company
and (2) Folkestone Harbour Holdings Limited (the "Lender") (the
"Debenture").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see the continuation sheets attached for the
amount secured

Continuation page

Please use a continuation page if
you need to enter more details

RE-SCAN

22/10/10 51

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Folkestone Harbour Holdings Limited

Address Strand House, 125 Sandgate High Street, Folkestone

Kent

Postcode C T 2 0 3 B Z

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see the continuation sheets attached for the short particulars.

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7	Particulars as to commission, allowance or discount (if any)
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>
Commission allowance or discount	Nil

8	Delivery of instrument
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>

9	Signature
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Herbert Smith LLP on behalf of X Polhestone Harbour Holdings Limited</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ilze Vigo 6059/30911816

Company name Herbert Smith LLP

Address Exchange House, Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country United Kingdom

DX

Telephone 020 7374 8000

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

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

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.

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 enquiries@companieshouse.gov.uk

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p data-bbox="323 398 1342 427">Folkestone Harbour Nominee (2) Limited (Company number 6044811)</p> <p data-bbox="323 456 975 486">Amount secured continuation sheets 1 to 2</p> <p data-bbox="323 515 660 544">1 Covenant to pay</p> <p data-bbox="323 595 1530 920">1.1. Pursuant to clause 2.1.1 (<i>Covenant to pay</i>) of the Debenture, the Company has covenanted with the Lender that it shall, subject to clause 2.3 (<i>Limited Recourse</i>) of the Debenture (as set out in paragraph 3 below), on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by the Borrower to the Lender under the Finance Documents or under or in connection with any other present or future financing or debt facilities which may be made available by the Lender to the Borrower, in each case, when the same become due for payment or discharge whether by acceleration or otherwise</p> <p data-bbox="323 958 1530 1352">1.2. Pursuant to clause 2.1 2 (<i>Covenant to pay</i>) of the Debenture, if any purported obligation or liability of the Borrower to the Lender which if valid would have been the subject of any obligation or charge created by the Debenture is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to the Lender, the Company has agreed that it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Company was the principal debtor in respect thereof The Company has agreed to keep the Lender fully indemnified against all damages, losses, costs and expenses arising from any failure of the Borrower to carry out any such purported obligation or liability.</p> <p data-bbox="323 1391 544 1420">2 Interest</p> <p data-bbox="419 1451 1530 1648">Pursuant to clause 2.2 (<i>Interest</i>) of the Debenture, the Company agreed to pay to the Lender, in respect of any amount unpaid and due from it in accordance with the Debenture, interest at the Default Rate and such interest shall accrue daily compounded with monthly rests until actual payment by the Company (both before and after any further demand or judgment or the liquidation of the Company).</p> <p data-bbox="323 1686 671 1715">3. Limited Recourse</p> <p data-bbox="419 1747 1530 1845">Pursuant to clause 2 3 (<i>Limited Recourse</i>) of the Debenture, notwithstanding any other provision of the Debenture, the liability of the Company to the Lender under the Debenture shall be:</p> <p data-bbox="419 1877 1530 1975">3 1 limited in aggregate to an amount equal to that recovered by the Lender as a result of enforcement of the Debenture with respect to the Security Assets of the Company, and</p> <p data-bbox="419 2013 1530 2042">3 2 satisfied only from the proceeds of sale or other disposal or</p>

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Amount secured

Please give us details of the amount secured by the mortgage or charge

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realisation or other exercise of rights in respect of such
Security Assets pursuant to the Debenture.

The capitalised terms used herein but not defined above shall have the
meaning given to them in the attached continuation sheets for short

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Folkestone Harbour Nominee (2) Limited (Company number: 6044811) Short particulars continuation sheets 1 to 16</p> <p>1 CREATION OF SECURITY</p> <p>1.1 Land</p> <p>Pursuant to clause 3.1 (<i>Land</i>) of the Debenture, subject to clause 3.16 (<i>Excluded Land and Excluded Agreements</i>) of the Debenture (as set out in paragraph 1.16 below), the Company charged:</p> <p>1.1.1 by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (<i>Land</i>) to the Debenture (as set out in this form MG01 below), and</p> <p>1.1.2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Land (in so far as it is not charged by it by way of legal mortgage under clause 3 1 1 of the Debenture (as set out in paragraph 1 1 1 above)</p> <p>1.2 Plant and Machinery</p> <p>Pursuant to clause 3 2 (<i>Plant and Machinery</i>) of the Debenture, the Company charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under clause 3.1 (<i>Land</i>) of the Debenture (as set out in paragraph 1.1 above).</p> <p>1 3 Shares</p> <p>Pursuant to clause 3.3 (<i>Shares</i>) of the Debenture, the Company mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Shares and all related Distribution Rights.</p> <p>1.4 Investments</p> <p>Pursuant to clause 3.4 (<i>Investments</i>) of the Debenture, the Company mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments and all related Distribution Rights, including those held for it by any Nominee</p> <p>1.5 Book Debts</p> <p>Pursuant to clause 3 5 (<i>Book Debts</i>) of the Debenture, the Company charged by way of fixed charge</p> <p>1.5.1 all Book Debts; and</p> <p>1.5.2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.</p> <p>1.6 Non Trading Debts</p> <p>Pursuant to clause 3 6 (<i>Non Trading Debts</i>) of the Debenture, the</p>

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Short particulars	<p>Company charged by way of fixed charge.</p> <p>1 6 1 all Non Trading Debts, and</p> <p>1 6 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.</p> <p>1 7 Accounts</p> <p>Pursuant to clause 3.7 (<i>Accounts</i>) of the Debenture, the Company charged by way of fixed charge all amounts standing to the credit of</p> <p>1 7.1 each Specified Account; and</p> <p>1 7 2 each bank account in its name or to which it is beneficially entitled or in which it has an interest.</p> <p>1.8 Intellectual Property Rights</p> <p>Pursuant to clause 3 8 (<i>Intellectual Property Rights</i>) of the Debenture, the Company charged by way of fixed charge all its right, title and interest in all Intellectual Property Rights, including without limitation all fees, royalties and all other rights deriving from such Intellectual Property Rights.</p> <p>1 9 Goodwill</p> <p>Pursuant to clause 3 9 (<i>Goodwill</i>) of the Debenture, the Company charged by way of fixed charge its goodwill</p> <p>1.10 Uncalled capital</p> <p>Pursuant to clause 3 10 (<i>Uncalled capital</i>) of the Debenture, the Company charged by way of fixed charge its uncalled capital.</p> <p>1.11 Authorisations</p> <p>Pursuant to clause 3 11 (<i>Authorisations</i>) of the Debenture, the Company charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.</p> <p>1 12 Assigned Agreements</p> <p>Pursuant to clause 3 12 (<i>Assigned Agreements</i>) of the Debenture:</p> <p>1.12.1 subject to clause 3.16 (<i>Excluded Land and Excluded Agreements</i>) of the Debenture (as set out in paragraph 1 16 below) the Company assigned absolutely all its rights and interests under each Assigned Agreement to which it is party to the extent that it is not restricted or prohibited from doing so under the terms of such Assigned Agreement; and</p> <p>1 12 2 subject to clause 3 16 (<i>Excluded Land and Excluded</i></p>	

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Short particulars

Agreements) of the Debenture (as set out in paragraph 1.16 below), the Company charged by way of fixed charge all its rights under each Assigned Agreement to which it is a party, other than the Assigned Agreements to the extent they are effectively assigned by clause 3.12 1 (Assigned Agreements) of the Debenture (as set out in paragraph 1.12.1 above) and to the extent that it is not restricted or prohibited from doing so under the terms of that Assigned Agreement

1.13 Insurance Policies

Pursuant to clause 3 13 (*Insurance Policies*) of the Debenture, the Company assigned absolutely all its rights and interests in each Insurance Policy

1 14 Rental Income

Pursuant to clause 3 14 (*Rental Income*) of the Debenture, the Company assigned absolutely all Rental Income.

1 15 Floating Charge over other assets

Pursuant to clause 3 15 (*Floating Charge over other assets*) of the Debenture:

1 15 1 the Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 (*Creation of security*) of the Debenture (as set out in this paragraph 1);

1 15 2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture, and

1.15.3 without prejudice to clause 3.15.2 of the Debenture (as set out in paragraph 1 15.2 above), the Lender reserved its rights to appoint an administrative receiver on and following an Enforcement Event in accordance with sections 72B to H (inclusive) of the Insolvency Act 1986.

1 16 Excluded Land and Excluded Agreements

Pursuant to clause 3.16 (*Excluded Land and Excluded Agreements*) of the Debenture, notwithstanding the provisions of clause 3 1 (*Land*) and clause 3.12 (*Assigned Agreements*) of the Debenture (as set out in paragraphs 1 1 and 1 12 above) but subject to the provisions of clause 3 17 (*Trust*) of the Debenture (as set out in paragraph 1 17 below), Security shall only be created under the Debenture over or in respect of:

1.16 1 any interest of the Company in any Land under a lease (or a contract for a lease) to the extent such lease (or contract for a lease) does not prohibit or restrict, either absolutely or subject to any condition (including the

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Short particulars	<p>consent of any third party) which is not satisfied, the Company from creating the relevant Security over its interest in such Land (any such excluded land being the "Excluded Land"), or</p> <p>1 16 2 any right of the Company under any agreement to the extent such agreement does not prohibit or restrict, either absolutely or subject to any condition (including the consent of any third party) which is not satisfied, the Company from creating the relevant Security over its interest in such right (any such excluded agreement being an "Excluded Agreement").</p> <p>1.17 Trust</p> <p>Pursuant to clause 3 17 (<i>Trust</i>) of the Debenture, if or to the extent that for any reason the assignment or charging of any asset under clauses 3 1 (<i>Land</i>) and 3 12 (<i>Assigned Agreement</i>) of the Debenture (as set out in paragraphs 1.1 and 1.12 above) is prohibited, the Company shall hold that asset on trust for the Lender and such asset shall constitute a Security Asset</p> <p>1.18 Removal of prohibition or restriction</p> <p>Pursuant to clause 3 18 (<i>Removal of prohibition or restriction</i>) of the Debenture:</p> <p>1 18 1 if the reason that an asset is treated as Excluded Land or an Excluded Agreement is that (A) a consent or waiver must be obtained from a third party; and/or (B) one or more conditions must be satisfied, then the Company has undertaken, amongst other things, within 10 Business Days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 10 Business Days of the acquisition date, subject to clause 3.18.2 of the Debenture (as set out in paragraph 1.18.2 below):</p> <p>(a) to apply for the consent or waiver; and/or</p> <p>(b) to use all reasonable endeavours to satisfy the relevant conditions or obtain a waiver of the same,</p> <p>1.18 2 where the grant of the relevant consent or waiver is not to be unreasonably withheld, the Company has agreed that it shall use all reasonable endeavours to obtain it as soon as possible, and</p> <p>1 18 3 upon the relevant waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under the relevant paragraph in clause 3 (<i>Creation of security</i>) of the Debenture (as set out in this paragraph 1) and the trust in respect of that Security Asset referred to in clause 3.17 (<i>Trust</i>) of the Debenture (as set out in paragraph 1 17 above) shall terminate. If required by the</p>	

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Short particulars	<p>Lender at any time following receipt of that waiver or consent or the fulfilment of the condition, and without prejudice to clause 23.2 (<i>Further action</i>) of the Debenture (as set out in paragraph 5 below), the Company will execute a document granting and/or perfecting Security over that Security Asset in such form as the Lender shall require.</p> <p>Pursuant to clause 1.7 1(B) (<i>Confirmations</i>) of the Debenture the Nominees confirmed that the legal mortgage granted by them over Land pursuant to clause 3.1 (<i>Land</i>) of the Debenture (as set out in paragraph 1.1 above) is granted by them jointly in their capacity as legal owners of such Land.</p> <p>2 NATURE OF SECURITY CREATED</p> <p>Pursuant to clause 4 (<i>Nature of Security Created</i>) of the Debenture, the Security created under the Debenture was created</p> <p>2.1.1 as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>2.1.2 (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them, and</p> <p>2.1.3 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them), subject to any Permitted Security</p> <p>3 DISPOSALS</p> <p>Pursuant to clause 7.1 (<i>Disposals</i>) of the Debenture, the Company has agreed that it shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset or any part thereof, nor enter into an agreement to make any such disposal unless such sale, lease, transfer or other disposal is a Permitted Disposal</p> <p>4. NEGATIVE PLEDGE</p> <p>Pursuant to clause 7.2 (<i>Negative pledge</i>) of the Debenture, the Company has agreed that it shall not create or permit to subsist any Security over any Security Asset other than Permitted Security</p> <p>5. FURTHER ACTION</p> <p>Pursuant to clause 23.2 (<i>Further action</i>) of the Debenture, the</p>

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Short particulars

Company has agreed that it shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- 5 1 give effect to the requirements of the Debenture;
 - 5 2 protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture;
 - 5.3 protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture with any other Security over any assets of any Chargor; or
 - 5.4 following the occurrence of an Enforcement Event, facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any Administrator in connection with all or any of the Security Assets,
- and any such document may (1) disapply section 93 of the Act and (11) contain an assignment to the Lender of the Book Debts in any manner reasonably required by the Lender

6 DEFINITIONS AND CONSTRUCTION

6 1 In this form MG01

"Act" means the Law of Property Act 1925.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Assigned Agreements" means the Development Documents, the Lease Documents, the Rental Guarantees, the Managing Agent Agreement and any other agreement which is designated as such by the Lender and the Borrower.

"Authorisation" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

"Book Debts" means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

"Borrower" means the limited liability partnership carrying on business under the name Folkestone Harbour Limited Partnership (registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP011912) acting by the General Partner.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Chargor" means each of the companies listed in Schedule 1 to the

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Short particulars	<p>Debenture as set out below</p> <p>(A) Folkestone Harbour (GP) Limited as general partner of the limited partnership carrying on business under the name "Folkestone Harbour Limited Partnership" (registered number LP011912);</p> <p>(B) Folkestone Harbour (GP) Limited (registered number 6044108);</p> <p>(C) Folkestone Harbour Nominee (1) Limited (registered number 6024730), and</p> <p>(D) the Company,</p> <p>(and together the "Chargors")</p> <p>"Default Rate" means the rate per annum which is two per cent. (2%) per annum above Barclays Bank plc's base lending rate from time to time</p> <p>"Development Documents" means any building contract in respect of the development of Land, any agreement for the appointment of a Professional and any guarantees, warranties and/or other agreements collateral to any of the foregoing</p> <p>"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p>"Enforcement Event" means the occurrence of any of the following events or circumstances</p> <p>(A) a Chargor does not pay when due any amount payable pursuant to a Finance Document,</p> <p>(B) a Chargor does not comply with any provision of the Finance Documents (other than as referred to in paragraph (A) above, unless the failure to comply is, in the opinion of the Lender, capable of remedy and is remedied within 10 Business Days of the earlier of (i) the Lender giving notice to the relevant Chargor and (ii) a Chargor becoming aware of the failure to comply;</p> <p>(C) any representation, warranty or statement made or deemed to be made by a Chargor in the Finance Documents or any other document delivered by or on behalf of any Chargor under or in connection with any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made in any material respect unless the events or circumstances which resulted in the misrepresentation are, in the opinion of the Lender, capable of remedy and are remedied within 10 Business Days of the earlier of</p>

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Short particulars	<p>(1) the Lender giving notice to the relevant Chargor and (11) a Chargor becoming aware of the misrepresentation;</p> <p>(D) a resolution is passed or any other step is taken by any Chargor or its directors for the appointment of an Administrator,</p> <p>(E) an Administrator is appointed or the Lender receives notice of an intention to appoint an Administrator or files such a notice with the court,</p> <p>(F) a petition or application for an administration order is presented in relation to any Chargor;</p> <p>(G) the directors of any Chargor ask the Lender to appoint an Administrator;</p> <p>(H) a Chargor is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness,</p> <p>(I) the value of the assets of any Chargor is less than its liabilities (taking into account contingent and prospective liabilities);</p> <p>(J) a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of any Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Enforcement Event caused by that moratorium,</p> <p>(K) any corporate action, legal proceedings or other procedure or step is taken (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) in relation to:</p> <p>(1) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Chargor;</p> <p>(2) a composition, compromise, assignment or arrangement with any creditor of any Chargor,</p> <p>(3) the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer in respect of any Chargor or any of its assets; or</p> <p>(4) enforcement of any Security over any assets of any Chargor;</p>

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Short particulars	<p>or any analogous procedure or step is taken in any jurisdiction,</p> <p>(L) any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of a Chargor,</p> <p>(M) any liabilities of any Chargor are not paid when due nor within any originally applicable grace period,</p> <p>(N) any financial indebtedness of any Chargor is declared to be or otherwise becomes due and payable before its specified maturity as a result of an event of default (however described);</p> <p>(O) any commitment for any financial indebtedness of any Chargor is cancelled or suspended by a creditor of any Chargor as a result of an event of default (however described); or</p> <p>(P) any creditor of any Chargor becomes entitled to declare any financial indebtedness of any Chargor due and payable before its specified maturity as a result of an event of default (however described)</p> <p>"Finance Documents" means the Loan Agreement, the Debenture and any other document which is designated as such by the Lender and the Borrower</p> <p>"General Partner" means Folkestone Harbour (GP) Limited (a company incorporated in England and Wales under company number 6044108) in its capacity as the general partner of the Borrower.</p> <p>"Insurance Policy" means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest, other than any policy which is taken out in respect of third party liabilities</p> <p>"Intellectual Property Rights" means</p> <p>(A) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p> <p>(B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and</p> <p>(C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above,</p> <p>which may now or in the future subsist in any jurisdiction and whether registered or not.</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Investments" means any interest which a Chargor may have in all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).</p> <p>"Land" has the same meaning as it has in section 205(1) of the Act (including, without limitation, buildings, parts of buildings and infrastructure).</p> <p>"Lease Document" means any Occupational Lease or any agreement to grant an Occupational Lease of all or any part of the Land</p> <p>"Loan Agreement" means the loan agreement between (1) the Borrower and (2) the Lender dated on or about the date of the Debenture and each draw down request thereunder.</p> <p>"Managing Agent Agreement" means any agreement appointing a managing agent to manage the Land (or any part thereof).</p> <p>"Nominees" means Folkestone Harbour Nominee (1) Limited (a company incorporated in England and Wales under company number 6024730) and the Company and "Nominee" means either of them.</p> <p>"Non Trading Debts" means all debts and monies due or payable to a Chargor except for Book Debts</p> <p>"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Land may be subject from time to time.</p> <p>"Permitted Arrangement" means:</p> <p>(A) a short term lease of the Land with title numbers K721157, K774627, K744624, K667505 and K563089 for a term not exceeding 24 months to Folkestone Harbour Company Limited;</p> <p>(B) certain short term leases in existence as at the date of the Debenture of Land for industrial use prior to such Land being redeveloped pursuant to the Permitted Development; and</p> <p>(C) certain lease in existence as at the date of the Debenture of a nightclub, expiring in 2012.</p> <p>"Permitted Development" means the redevelopment of the Land in accordance with the plans being developed in association with Farrells (or such reputable architects as the General Partner may from time to time appoint), provided that, for the purposes of the Debenture, such plans are agreed with the Lender prior to any such redevelopment being commenced</p> <p>"Permitted Disposal" means (provided that no Enforcement Event is continuing) any sale, lease, licence, transfer, loan or other disposal</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>which (unless otherwise agreed in writing by the Lender) is on arm's length terms:</p> <ul style="list-style-type: none"> (A) subject to clause 12.2 (Current accounts and Specified Accounts) of the Debenture (which restricts receipts, withdrawals and transfers on any Specified Account), of cash in the ordinary course of the day-to-day trading activities of the disposing entity; (B) of any asset by a Chargor to another Chargor, subject to the acquiring entity complying with its obligations in respect of the perfection of Security over such asset under the Debenture, (C) of assets (other than the Shares, Investments, businesses, Land and Intellectual Property Rights) in exchange for other assets comparable or superior as to type, value and quality; (D) of obsolete or redundant vehicles, plant and equipment for cash, (E) arising as a result of any Permitted Security or Permitted Arrangement; or (F) with the prior written consent of the Lender <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (A) any Security in favour of the Lender; (B) any lien arising by operation of law and in the ordinary course of a Chargor's day-to-day trading activities and not as a result of any default or omission; (C) any netting or set-off arrangement entered into by any Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of any Chargors; (D) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Chargor in the ordinary course of its day-to-day trading activities and on the supplier's standard or usual terms and not arising as a result of any default or omission; or (E) any Security created with the prior written consent of the Lender. <p>"Plant and Machinery" means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>"Professional" means the architect, the engineer, the quantity surveyor or any other consultant with a design responsibility appointed by a Chargor</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>in respect of the development of any Land</p> <p>"Receiver" means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes also an administrative receiver.</p> <p>"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them.</p> <p>"Rental Guarantees" means any guarantee of Rental Income contained in or relating to any Lease Document.</p> <p>"Rental Income" means all amounts payable to or for the benefit or account of any Chargor in connection with the letting, use or occupation of Land or any part thereof.</p> <p>"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to clause 2 (Covenant to Pay) of the Debenture (as set out above in paragraphs 1 to 3 of the continuation sheets for amount secured)</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.</p> <p>"Security Assets" means, in relation to a Chargor, all of its assets and rights which are the subject of any Security created or intended to be created by the Debenture (including Excluded Land and any Excluded Agreement).</p> <p>"Security Period" means the period starting on the date of the Debenture and ending on the date on which the Lender is satisfied that all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding</p> <p>"Shares" means all shares held by a Chargor in its Subsidiaries from time to time, including (without limitation) those shares listed in Schedule 3 (Shares) of the Debenture (as set out in this form MG01 below)</p> <p>"Specified Account" means each account of the Chargors designated as such by the Lender and the relevant Chargor</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162(2) of the Companies Act 2006 and for the purpose of determining if an entity is a subsidiary undertaking within that section, the existence of</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

any security over any shares in an entity which would otherwise be a subsidiary undertaking shall be ignored.

6.2 Unless a contrary intention appears, any reference in this form MG01 to

(A) an agreement or instrument (including a Finance Document) is a reference to that agreement or instrument as amended, restated, varied, supplemented, replaced or novated (however fundamentally) from time to time, and

(B) "**liabilities**" includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Relevant schedules of the Debenture.

SCHEDULE 2

LAND CHARGED BY WAY OF LEGAL MORTGAGE

Part 1 - Registered Land

Freehold Land

Name of Chargor	Description and Address	Title Number
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Land and Buildings lying to the South of Marine Parade, Folkestone	K774929
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Rotunda Amusement Park, The Seafront, Folkestone	K522863
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Rotunda Amusement Park, Marine Parade, Folkestone	K768960
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Land at Folkestone Harbour, Harbour Approach Road, Folkestone	K721157
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	The Ark, Café, Beach Street, The Harbour, Folkestone	K563089

Leasehold Land

Name of Chargor	Description and Address	Title Number
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Marine Gardens Pavillion, Marine Gardens, Folkestone	K775141

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Jetty at Folkestone Harbour, Folkestone	K744624
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Railway at Folkestone Harbour, Folkestone	K667505
Folkestone Harbour Nominee (1) Limited and Folkestone Harbour Nominee (2) Limited	Land lying to the south of Marine Parade, Folkestone	K774627

Part 2 - Unregistered Land

Not applicable.

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Particulars of a mortgage or charge

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SCHEDULE 3

SHARES

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Folkestone Harbour (GP) Limited in its own capacity and as general partner of the limited partnership carrying on business under the name "Folkestone Harbour Limited Partnership"	Folkestone Harbour Nominee (1) Limited	Two ordinary shares of £1.00	
Folkestone Harbour (GP) Limited in its own capacity and as general partner of the limited partnership carrying on business under the name "Folkestone Harbour Limited Partnership"	Folkestone Harbour Nominee (2) Limited	Two ordinary shares of £1.00	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6044811
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 OCTOBER
2010 AND CREATED BY FOLKESTONE HARBOUR NOMINEE (2)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER TO FOLKSTONE HARBOUR
HOLDINGS LIMITED ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 22 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2010

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED

27 th October 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

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