



**Registration of a Charge**

Company name: **TH FERRY ISLAND NOMINEE 2 LIMITED**

Company number: **10186478**



X9ZI5EX7

Received for Electronic Filing: **03/03/2021**

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**Details of Charge**

Date of creation: **19/02/2021**

Charge code: **1018 6478 0003**

Persons entitled: **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES (THE "SECURITY AGENT")**

Brief description: **51 THE HALE, LONDON, TITLE NUMBER NGL67391 AND 43-49 THE HALE, LONDON, N17 9JZ, TITLE NUMBER EGL163833 AND STATION ROAD, LONDON, TITLE NUMBER AGL494538**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

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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: 10186478

Charge code: 1018 6478 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2021 and created by TH FERRY ISLAND NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2021 .

Given at Companies House, Cardiff on 4th March 2021

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

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

**EXECUTION VERSION**

DATED 19 February 2021

**TH FERRY ISLAND NOMINEE 1 LIMITED  
AND  
TH FERRY ISLAND NOMINEE 2 LIMITED  
AS THE NOMINEES**

**IN FAVOUR OF**

**TALOS CAPITAL DESIGNATED ACTIVITY COMPANY  
AS THE SECURITY AGENT**

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**SUPPLEMENTAL MORTGAGE  
RELATING TO A NOMINEES CHARGE  
DATED 29 MAY 2020**

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**THIS SUPPLEMENTAL MORTGAGE** is made by way of deed on 19 February 2021  
by:

- (1) **TH FERRY ISLAND NOMINEE 1 LIMITED** registered as a limited company with registered number 10186185 and **TH FERRY ISLAND NOMINEE 2 LIMITED** registered as a limited company with registered number 10186478 (together the "**Nominees**" and each a "**Nominee**") acting as joint trustees of land for **TH FERRY ISLAND LIMITED PARTNERSHIP** (the "**Partnership**") in favour of:
- (2) **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY** as security trustee for each of the Secured Parties (the "**Security Agent**").

**WHEREAS:**

Pursuant to the Original Security Agreement (as defined below) each Nominee agreed to create, fixed security over the Mortgaged Property and, pursuant to Clause 5.1 (*Further assurance*) of the Original Security Agreement, each Nominee is obliged to create the security under the Original Security Agreement by entering into this Supplemental Mortgage.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Terms defined**

In this Supplemental Mortgage:

**"Facilities Agreement"** means the facilities agreement dated 31 December 2019 between, amongst others, the Parents, the Issuers, the Guarantors, the Arranger, the Original Noteholder, the Agent and the Security Agent (each as defined in that agreement as amended and restated on 11 May 2020 and further amended, varied, novated or supplemented from time to time).

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

**"Original Security Agreement"** means the security agreement dated 29 May 2020 granted by each Nominee in favour of the Security Agent.

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

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

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether originally incurred by an Obligor or another Transaction Obligor or by some other person) of each Obligor and each other Transaction Obligor to any Secured Party under each Finance Document.

**"Security Assets"** means each of the assets and undertaking of each Nominee which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to the Original Security Agreement or this Supplemental Mortgage.

**"Security Period"** means the period beginning on the date of this Supplemental Mortgage and ending on the date on which the Security Agent is satisfied (acting reasonably) that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Issuer or any other person under any of the Finance Documents.

## 1.2 **Terms defined in Original Security Agreement**

Unless defined in this Supplemental Mortgage, or the context otherwise requires, a term defined in the Original Security Agreement has the same meaning in the Supplemental Mortgage, or in any notice given under or in connection with this Supplemental Mortgage, as if:

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

## 1.3 **Application of provisions in Original Security Agreement**

Clauses 1.2 (*Terms defined in other Finance Documents*) to 1.10 (*Option and Right of Pre-emption*) (inclusive), Clause 4 (*Provisions as to Security and Perfection*), Clause 5 (*Further assurance*), Clauses 7 (*Representations*) to 24 (*Successors*) (inclusive) and Clause 26 (*Jurisdiction*) of the Original Security Agreement are deemed to form part of this Supplemental Mortgage as if expressly incorporated into it and as if all references in those clauses to the Original Security Agreement were references to this Supplemental Mortgage.

## 1.4 **Fixed Security**

Clauses 4.1 (*Mortgage*) to 4.3 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Supplemental Mortgage and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Supplemental Mortgage or any act or omission by any party) over any one asset shall not affect the nature of

any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

**1.5 Original Security Agreement**

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

**1.6 Finance Document**

This Supplemental Mortgage is a Finance Document.

**2. COVENANT TO PAY**

Each Nominee covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

**3. COMMON PROVISIONS**

**3.1 Common provisions as to all Security**

All the Security constituted by or pursuant to this Supplemental Mortgage is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Mortgage and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Liabilities.

**3.2 For the avoidance of doubt, the liability of each Nominee and the Partnership to the Secured Parties under this Supplemental Mortgage shall be:**

- (a) limited in aggregate to an amount equal to that recovered by the Secured Parties as a result of the enforcement of this Supplemental Mortgage with respect to the Security Assets; and
- (b) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Supplemental Mortgage.

and the Secured Parties shall not have any recourse to any assets of each Nominee and the Partnership other than the Security Assets.

**4. SUPPLEMENTAL SECURITY**

**4.1 Mortgage**

Each of the Nominees as joint trustee charges:

- (a) by way of first legal mortgage, the Mortgaged Property held by them as trustees; and
- (b) to the extent not validly and effectively charged by way of first legal mortgage pursuant to paragraph (a) above, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Real Property and all Related Rights.

#### 4.2 **Assignment by way of Security**

Each Nominee assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) all of its right, title and interest from time to time in and to each of the following assets:

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting each Nominee in respect of the Mortgaged Property and all other Related Rights;
- (b) any sums paid or payable to or for the benefit of each Nominee arising from the letting, use or occupation of all or any part of the Mortgaged Property and all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Mortgaged Property and the right to make demand for and receive the same; and
- (c) any contract or policy of insurance in which each Nominee may at any time have taken out by it or on its behalf or in which it may have an interest in respect of the Mortgaged Property and all other Related Rights.

#### 4.3 **Miscellaneous**

Each Nominee charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets and all Related Rights:

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting each Nominee in respect of the Mortgaged Property and all other Related Rights;
- (b) any sums paid or payable to or for the benefit of each Nominee arising from the letting, use or occupation of all or any part of the Mortgaged Property and all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Mortgaged Property and the right to make demand for and receive the same;
- (c) any policy of insurance in which each Nominee may at any time have an interest in respect of the Mortgaged Property and all proceeds paid or payable thereunder and all other Related Rights;



- (d) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation in respect thereof; and
- (e) all rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered.

**5. 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 4 (*Supplemental Security*).
- (b) It shall be implied in respect of Clause 4 (*Supplemental Security*) that each Nominee is disposing of the Security Assets 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).

**6. APPLICATION TO HM LAND REGISTRY**

Each Nominee hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Mortgaged Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Talos Capital Designated Activity Company of 10 Earlsfort Terrace, Dublin 2, Ireland referred to in the charges register or their conveyancer."

**7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except where agreed in writing by the Security Agent or as permitted under the Finance Documents, each Nominee will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Mortgaged Property or dispose of or otherwise deal with any part of the Mortgaged Property.

**8. FURTHER ADVANCES**

Subject to the terms of the Facilities Agreement, each Noteholder is under an obligation to make further advances to each Issuer and that obligation will be deemed to be incorporated in this Supplemental Mortgage as if set out in this Supplemental Mortgage. Each Nominee consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

**9. 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 Liabilities shall be deemed due and payable for that purpose) on execution of this Supplemental Mortgage.

10. **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 Nominee and has been signed by the Security Agent on the date written on the first page of this Supplemental Mortgage.

**SCHEDULE  
MORTGAGED PROPERTY**

<b>Chargors</b>	<b>Property Description</b>	<b>Freehold or Leasehold</b>	<b>Title Number</b>
<b><i>North Island Property</i></b>			
TH Ferry Island Nominee 1 Limited  and  TH Ferry Island Nominee 2 Limited	51 The Hale, London, N17 9JZ	Freehold	NGL67391
TH Ferry Island Nominee 1 Limited  and  TH Ferry Island Nominee 2 Limited	43-49 The Hale, London, N17 9JZ	Freehold	EGL163833
TH Ferry Island Nominee 1 Limited  and  TH Ferry Island Nominee 2 Limited	Station Road, London	Freehold	AGL494538

**EXECUTION PAGE**

**Nominees**

**EXECUTED AND DELIVERED AS A DEED** )

for and on behalf of )

**TH FERRY ISLAND NOMINEE 1 LIMITED** )

acting as bare trustee of and nominee for )

**TH FERRY ISLAND LIMITED PARTNERSHIP** )

by its directors:

DocuSigned by:

[Redacted Signature]

Tom Goodall

Signature of director

Name of director

DocuSigned by:

[Redacted Signature]

Michael Lightbound

Signature of director

Name of director

**EXECUTED AND DELIVERED AS A DEED** )  
  
for and on behalf of )  
**TH FERRY ISLAND NOMINEE 2 LIMITED** )  
acting as bare trustee of and nominee for )  
**TH FERRY ISLAND LIMITED PARTNERSHIP** )  
 )  
 )  
 )

by its directors:

DocuSigned by: )  
[Redacted Signature] ..... Signature of director  
Tom Goodall ..... Name of director  
.....

DocuSigned by: )  
[Redacted Signature] ..... Signature of director  
Michael Lightbound ..... Name of director  
.....

**Security Agent**

Signed by )  
**TALOS CAPITAL DESIGNATED** )  
**ACTIVITY COMPANY**  
for and on its behalf )  
by its duly authorised )  
signatory )