

MR01

Particulars of a charge



Companies House

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 no
instrument. Use form MR02

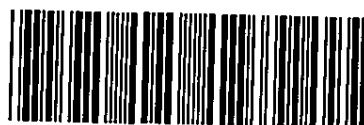
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
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.
It will be scanned and placed on the public record. Do not send the original.

THURSDAY



A13

A3J3QMXD

23/10/2014

#347

COMPANIES HOUSE

1 Company details

Company number 06977370

Company name in full RAINSTORM (FOLKESTONE 1) LIMITED

☒ For official use

→ 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 01/05/2014

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 RAVENSBORNE HOLDINGS S A R L

Name

Name

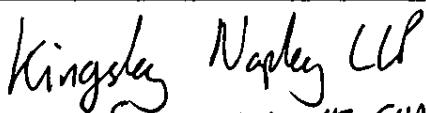
Name

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	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
	FIRST LEGAL MORTGAGE OVER LAND AT CAESARS WAY, FOLKESTONE REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER TT27394	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	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 <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; align-items: center;"> X <div style="text-align: center;">  SOLICITORS TO THE CHARGE </div> X </div> </div> This form must be signed by a person with an interest in the charge	

MRO1

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name **SIAN AKERMAN**

Company name **KINGSLEY NAPLEY LLP**

Address **KNIGHTS QUARTER**

14 ST JOHN'S LANE

Post town **LONDON**

County/Region

Postcode **E C 1 M 4 A J**

Country **UNITED KINGDOM**

DX **22 CHANCERY LANE**

Telephone **020 7814 1200**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6977370

Charge code: 0697 7370 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2014 and created by RAINSTORM (FOLKESTONE 1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2014

DT

Given at Companies House, Cardiff on 28th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15th October 2014


LEGAL CHARGE

relating to
Land at Caesars Way Folkestone

- (1) RAINSTORM (FOLKESTONE 1) LIMITED
- (2) RAVENSBOURNE HOLDING S à r l

We hereby certify this to be a true
copy of the original

KINGSLEY NAPLEY LLP
Knights Quarter, 14 St Johns Lane
EC1M 4AJ


ANTHONY MACPHERSON
SOLICITOR
20/10/14

Kingsley Napley LLP
Knights Quarter
14 St John's Lane
London EC1M 4AJ

Tel +44 (0)20 7814 1200
Ref PPH/54762-1/3954951 1

HM Land Registry
Land Registration Act 2002

Administrative Area	Kent Shepway
Title Number	TT27394
Property	Land at Ceasars Way, Folkestone

THIS LEGAL CHARGE is made on

15th October

2014

BETWEEN

- (1) **RAINSTORM (FOLKESTONE 1) LIMITED** (Company Number 06977370) the registered office of which is at Palmerston House, 814 Brighton Road, Purley, Surrey CR8 2BR ("the Borrower")
- (2) **RAVENSBOURNE HOLDING S à r l** a Luxembourg private limited liability company (*société à responsabilité limitée*) having its registered office at 46A avenue J-F Kennedy, L-1855 Luxembourg registered with the Luxembourg Trade and Companies' Register under number B 141854 ("the Lender")

THIS DEED WITNESSES

1 DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause 1 have the meanings specified

- 1 1 'the Additional Property' means the property specified in the Schedule and all buildings, erections, structures, fixtures, fittings and appurtenances on the Additional Property from time to time
- 1 2 'the Principal Deed' means a Deed of Legal Charge dated 17th September 2009 and made between the parties to this deed
- 1 3 Unless the context otherwise requires
 - 1 3 1 the singular includes the plural and vice versa,
 - 1 3 2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and
 - 1 3 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

- 1 4 The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation
- 1 5 Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons
- 1 6 Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally
- 1 7 Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered
- 1 8 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

2 BACKGROUND

- 2 1 This deed is supplemental to the Principal Deed by which certain freehold property to the west of Ceasars Way Folkestone was charged by the Borrower to the Lender by way of legal mortgage to secure payment of all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower to the Lender
- 2 2 The Borrower is registered at the Land Registry as proprietor with title absolute of the property described in the Schedule
- 2 3 Clause 5 3 (e) of the Principal Deed requires the Borrower to enter this legal charge in favour of the Lender

3 LEGAL CHARGE AND APPLICATION OF THE PRINCIPAL DEED

In pursuance of the obligation referred to in clause 2 3, the Borrower, with full title guarantee charges the Additional Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities covenanted to be paid or discharged by the Borrower under the Principal Deed or otherwise secured by this deed, and so that all the covenants, powers and provisions contained or implied in the Principal Deed

(as varied or extended by this deed) shall apply to the Additional Property and this security in the same manner as if the Additional Property had been included in and charged by the Principal Deed

4 RIGHT TO CONSOLIDATE

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security

5 VALIDITY AND SEVERABILITY

5 1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

5 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

6 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

7 GOVERNING LAW AND JURISDICTION

7 1 This mortgage shall be governed by and construed in accordance with English law

7 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in those courts

7 3 Nothing in this clause 7 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

8. LAND REGISTRY

The Borrower shall apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to the Mortgaged Property

"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 Charge dated [] October 2014 in favour of Ravensbourne Holding S a r l referred to in the Charges Register "

SCHEDULE

The Additional Property

Land at Ceasars Way Folkestone registered at the Land Registry under title number TT27394

EXECUTED as a DEED by
RAINSTORM (FOLKESTONE 1) LIMITED
acting by a Director in the presence of

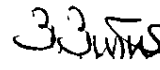

Director

Witness
Signature

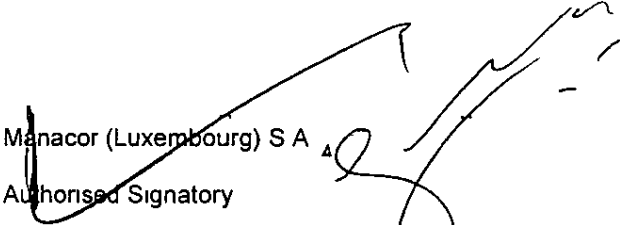
Name

Address

Occupation


BRITA GUENS
Palmerton House
814 Brighton Road
PURLEY, Surrey
CR8 2BR **ADMINISTRATOR**

Executed as a Deed on behalf of **Ravensbourne Holding S.à.r.l** a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered on the Luxembourg register of trade and companies under number B 141854, represented by its sole manager **Manacor (Luxembourg) S.A.**, a public company limited by shares (*société anonyme*) incorporated and existing under the laws of the Grand-Duchy of Luxembourg, registered on the Luxembourg register of trade and companies under number B 90998, who in accordance with the existing laws of the Grand-Duchy of Luxembourg is acting under the authority of Ravensbourne Holding S.à.r.l


Manacor (Luxembourg) S.A.
Authorised Signatory

J.-J.P.G. Josset

Director


G. Welvaert

Director