

**Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

2447559

Name of company

\* FOLKESTONE PROPERTIES LIMITED (the "Company")

Date of creation of the charge

30 November 2001

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Debenture dated 30 November 2001 and made between the Company and the Bank (as defined below) the ("Debenture")

Amount secured by the mortgage or charge

All monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account in respect of any of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Debenture.

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland, acting through its office at 38 Threadneedle Street, London (the "Bank")

The Governor And Company of the Postcode EC2P 2EH

Presentor's name address and reference (if any):

Denton Wilde Sapte  
1 Fleet Place  
London

58119.000772/5552077.01

DX: 145 exchange

Time critical reference

For official Use  
Mortgage Section

Post room

LD5  
COMPANIES HOUSE

\*L279G60\*

0313  
17/12/01

2. by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;

2100

\_\_\_\_\_

Reuben W. Cole Sayle

14<sup>th</sup> December 2001

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)**

† delete as appropriate

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

- 5 Cheques and Postal Orders are to be made payable to **Companies House**.

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
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binding margin

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHFP025

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company Number

2447559

Name of Company

FOLKESTONE PROPERTIES LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
legibly, preferably  
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bold block lettering**

3. by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale of land all licences as at the date of the Debenture or thereafter held by the Company to enter upon or use land including, without limitation, all licences authorising the use of any land as a port and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery as at the date of the Debenture and thereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder;

4. by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;

5. by way of fixed charge all stocks shares and other securities as at the date of the Debenture or thereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance as at the date of the Debenture or thereafter held by or insuring to the benefit of the Company;

6. by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is as at the date of the Debenture or may thereafter become entitled and all agreements under which the Company is as at the date of the Debenture or may become entitled to the payment of any royalty fee or similar income;

7. by way of fixed charge all book and other debts as at the date of the Debenture or from time to time due or owing to the Company (the "Debts") and (subject to the provisions of Clause 5.2 of the Debenture) all moneys which the Company receives in respect thereof;

8. by way of fixed charge (but subject to the provisions of Clause 5.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Bank or with other similar third parties (the "Credit Balances");

9. by way of floating charge all the Assets (as defined below) whatsoever and wheresoever not hereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any Assets falling within any of the types mentioned in paragraphs numbered 3 to 8 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge hereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

2447559

Name of Company

FOLKESTONE PROPERTIES LIMITED (the "Company")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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## Restrictions

1. The Company will not, without the prior consent in writing of the Bank, enter into any onerous or restrictive obligations affecting any such property or make any structural or material alteration thereto or do or suffer to be done on any such property anything which is a "development" as defined in section 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament order or regulation from time to time in force affecting any such property is infringed.
2. The Company will not, without the prior written consent of the Bank or unless otherwise provided pursuant to the terms of the Loan Agreement (as defined below), part with possession of the whole or any part of, or enter into any Occupational Lease (as defined below) (other than a Permitted Lease (as defined below)), or grant any licence to assign or sub-let any Occupational Lease or any part of the Charged Property (as defined below).
3. The Company will not, without the prior written consent of the Bank, allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in section 70(1) of the Land Registration Act 1925) affecting such property and the reasonable costs incurred by the Bank of lodging a caution against registration of the title to such property or a land charge (if unregistered) or any part thereof, shall be an expense properly incurred in relation to this security.
4. The Company will not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge hereunder nor in any way dispose of the equity of redemption thereof or any interest therein and the Company hereby applies to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-  
  
"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of (the charge hereby created)".
5. The Company will not be entitled to part with possession (otherwise than on the determination of any Occupational Lease (as defined below) of any property hereby charged or to share the occupation thereof with any other person or persons or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without such consent as aforesaid;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

2447559

Name of Company

FOLKESTONE PROPERTIES LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
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Schedule

Freehold

✓ 1. Freehold land being land at Folkestone Harbour Approach Road as is  
Folkestone registered at HM Land Registry with title number K721157.

~~(2. Leasehold)~~

✓ 2.1 Leasehold land lying to the south of Marine Parade Folkestone as is  
registered with title number K774627.

as The lease is dated 5 April 1974 and made between (1) The Right  
Honourable Jacob Earl of Radnor and (2) British Railways Board.

2.2 Leasehold land being a jetty at Folkestone Harbour as is registered  
with title number K744624.

The lease is dated 5 September 1972 between (1) The Queens Most  
Excellent Majesty and The Crown Estate Commissioners and (2) The  
British Railways Board.

2.3 Leasehold land being the site of a railway at Folkestone Harbour as  
is registered with title number K667505.

The lease is dated 30 January 1989 between (1) British Railways  
Board and (2) Sealink Harbours Limited.

Definitions

"Assets" means all of the undertaking property and assets of the Company  
whatsoever and wheresoever present and future.

"Charged Property" means the property, assets and income of the Company  
mortgaged or charged to the Bank (whether by way of legal mortgage,  
fixed or floating charge) by or pursuant to the Debenture and each and  
every part thereof.

"Loan Agreement" means the Loan Agreement dated 30 November 2001 entered  
into between the (1) Bank, (2) the Company and (3) Sea Containers Ltd.

"Occupational Lease" means any lease or licence or other right of  
occupation to which a Property may be subject from time to time.

"Permitted Lease" shall have the same meaning ascribed to that term in  
the Loan Agreement.

"Property" shall have the same meaning ascribed to that term in the Loan  
Agreement.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02447559

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th NOVEMBER 2001 AND CREATED BY FOLKESTONE PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —