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\*insert full name  
of company

COMPANIES FORM No. 395 RBS, 025329. *fio*  
**Particulars of a mortgage or charge**

# 395

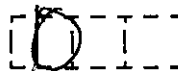


Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2434151

Name of company

\* Cinque Ports Leisure Limited (the "Company")

Date of creation of the charge

13 November 2001

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

Supplemental Deed relating to a Debenture dated 31 January 2001 made between the Company and The Royal Bank of Scotland as Security Trustee (the "Security Trustee") dated 13 November 2001 (the "Supplemental Deed")

Amount secured by the mortgage or charge

All the actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties howsoever arising (the "Secured Obligations")

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

The Royal Bank of Scotland Plc

135 Bishopsgate

London

Postcode

EC4M 3UR

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

Denton Wilde Sapte  
One Fleet Place  
London  
EC4M 7WS

MJYB/58167.00005

Time critical reference

For official use  
Mortgage Section

Post room



L05  
COMPANIES HOUSE

0488  
21/11/01

Please return  
via  
CH London Counter

Short particulars of all the property mortgaged or charged

The Company with full title guarantee (and to the intent that the security created in the Supplemental Deed shall rank as a continuing security in favour of the Security Trustee as agent and trustee for itself and the Secured Parties), as security for the payment of all the Secured Obligations charged in favour of the Security Trustee (as agent and trustee for the Secured Parties) all its right estate or interest in the Further Property (by way of legal mortgage in the case of a legal estate or interest) together with the proceeds of sale of the same.

Please see continuation...

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Alexander Wilde Esq Date 16/11/01

On behalf of ~~[company]~~ [mortgagee/chargee] †

† 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.

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

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### Negative Pledge

The Company covenanted that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture save to the extent permitted or required under the Credit Agreement; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except:

(i) as permitted under the Credit Agreement; or

(ii) Floating Charge Property in the ordinary course of trading by the Company and on arm's length terms.

### Definitions

Credit Agreement means a credit agreement made between the Company (1) the Banks (as defined in the Credit Agreement) the Security Trustee (3) National Westminster Bank Plc (4) and various shareholders dated 31 January 2001

Floating Charge Property has the meaning ascribed to that term in the Credit Agreement

Further Property means;

1. All that freehold land being Hogbarn Caravan Park, Hogbarn Park, Hogbarn Lane, Harrietsham, Maidstone, Kent ME17 1NZ registered at HM Land Registry under title numbers K664914, K549409, K559452 and K574658

2. All that freehold land being Seaview Caravan Park, St Johns Road, Swalecliffe, Whitstable Kent CT5 2RZ registered at HM Land Registry under title numbers K310258, K468146, K320376, K86987, K344173 and K177978

Secured Parties means all and each of the Agent, the Banks, the Overdraft Bank (as defined in the Credit Agreement), National Westminster Bank Plc, The Royal Bank of Scotland Plc and the Governor and Company of the Bank of Scotland;

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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. 02434151

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED THE 13th NOVEMBER 2001 AND CREATED BY CINQUE PORTS LEISURE LIMITED FOR SECURING ALL THE ACTUAL CONTINGENT PRESENT AND/OR FUTURE OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc AS AGENT AND TRUSTEE FOR THE SECURED PARTIES (AS DEFINED) (THE SECURITY TRUSTEE) HOWSOEVER ARISING WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 2001.

*L.C. Heah*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES