

## Particulars of a mortgage or charge

00400107

395

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

CHFP025

Please do not  
write in  
this margin

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

insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

13 JUN 2003

For official use

Company number

2447559

Name of company

\* FOLKESTONE PROPERTIES LIMITED (the "Company")

Date of creation of the charge

10 June 2003

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

A Debenture dated 10 June 2003 and made between the Company and the  
Trustee (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 Trustee 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 Trustee shall  
have been an original party to the relevant transaction and including  
interest discount commission and other lawful charges or expenses which  
the Trustee 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 Trustee 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

Citigroup Trustee Company Limited, Citigroup Centre, Canada Square,  
Canary Wharf, London as trustee (the "Trustee") for and on behalf of  
the Secured Parties.

Postcode E14 5LB

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

Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ  
London-2/1433564/01

HRL/C0828/36710/SBL

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company, as a continuing security, with full title guarantee charges with the payment or discharge of all monies and liabilities covenanted to be paid or discharged by the Company in the Debenture:

1. by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at HM Land Registry including that which is described in the Schedule to the Debenture (as the same is repeated in the schedule to this form 395) together with all buildings and fixtures (including trade and tenant's fixtures) as at the date of the Debenture and thereafter thereon and all plant and machinery as at the date of the Debenture and thereafter annexed thereto for whatever purpose;

2. by way of fixed charge all freehold and leasehold property thereafter the date of the Debenture 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;

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Clifford Chance LLP

Date

13/6/03

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

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

Notes

- 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 CF14 3UZ

1433564

3. by way of a fixed charge all interests not thereinbefore effectively charged as at the date of the Debenture and thereafter 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 to 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 or 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 Trustee 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 thereinbefore 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 Trustee 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 thereby created and further that the Company shall have no power without the consent of the Trustee to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

## Restrictions

1. The Company will not, without the prior consent in writing of the Trustee, 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 Trustee 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 Trustee, 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 Trustee 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;

## SCHEDULE,

The property referred to above is as follows:

1. Freehold land being land at Folkestone Harbour Approach Road as is Folkestone registered at HM Land Registry with title number K721157.,
2. Leasehold land lying to the south of Marine Parade Folkestone as is registered with title number K774627, 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 Ltd.

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Definitions

"Arranger" means Citigroup Global Markets Limited, Fortis Bank and The Governor and Company of The Bank of Scotland (whether acting individually or together) as arrangers of the facilities made available pursuant to the Loan Agreement.

"Agent" means Citibank International Plc as agent of the other Finance Parties.

"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 in favour of the Trustee (whether by way of legal mortgage, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Trustee.

"Finance Party" means the Agent, the Arranger, the Trustee or a Lender.

"Lender" means

(a) The financial institutions listed in Part II (The Original Lenders - other than UK-Non Bank Lenders) and Part II (The Original Lenders - UK Non-Bank Lenders) of Schedule 1 (The Original Parties) of the Loan Agreement; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 23 (Changes to the Lenders) of the Loan Agreement.

which in each case has not ceased to be a party in accordance with the terms of the Loan Agreement.

"Loan Agreement" means a dollar secured term Loan Agreement dated 10 June 2003 between Sea Containers British Isles Limited as Borrower, Sea Containers Limited and others as Guarantors, the Arrangers and the Lenders.

"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.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Parties" means, from time to time, each Finance Party and any Receiver or Delegate.

London-2/1433570/01

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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 10th JUNE 2003 AND CREATED BY FOLKESTONE PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CITIGROUP TRUSTEE COMPANY LIMITED AS TRUSTEE (THE TRUSTEE) FOR AND ON BEHALF OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JUNE 2003.

P. Cer



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —