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CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

158843/143

Particulars of a mortgage or charge

395

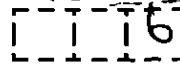
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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



For official use of Companies House



464040

Name of company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

Date of creation of the charge

21 March 2007

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

SECURITY ACCESSION DEED dated 21 March 2007 between the New Charging Company, the Parent and the Security Agent (the "Deed of Accession")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document as at 21 March 2007 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, 155 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3YB

Presentor's name address and
reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

HPD/VCO/470S 00292/4278710

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



A50

ACWBOFK
04/04/2007
COMPANIES HOUSE

123

1 ACCESSION OF NEW CHARGING COMPANY

The New Charging Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 21 March 2007 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE

2 1 Fixed Charges

The New Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets (other than in respect of the Software obtained by the New Charging Company on licence and any information in the Customer Databases obtained by the New Charging Company on licence), both as at 21 March 2007 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property

Continued on Addendum 4/4

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)

N/A

Signed

Date

2 April 2007

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

A fee 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 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 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 situated 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE

In this form.

"Assigned Agreements" means the Acquisition Documents, the Hedging Agreements, the Tax Indemnity, the Key-person Policies, the Loan Note Documents (as all such terms are defined in the Senior Facilities Agreement), the Insurances, those agreements listed at schedule 3 to the Deed of Accession and any other agreement designated as an Assigned Agreement by the New Charging Company and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,

"Charging Companies" means Dome Bidco Limited (CRN 06061777), each of the companies listed in schedule 1 to the Debenture and each company (of which the New Charging Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the New Charging Company as the New Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Customer Databases" means the InSite database, the Travelling database and the Email database each compiled by or on behalf of the Group recording details of customers and potential customers of the Group and all modifications, amendments and additions thereto made by the Group including all copies of the databases in whatever form they appear, which excludes for the avoidance of doubt, all Software,

"Database Rights" means all database rights as at 21 March 2007 and in future and all other rights of a like nature conferred as at 21 March 2007 or at any time in the future under the laws of the United Kingdom (and all other countries of the world) whensoever and howsoever arising in the Customer Databases for the remainder of the term during which the said rights and any renewals or extensions thereof shall subsist,

"Debenture" means the Debenture dated 21 March 2007 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 30 20 (Acceleration) of the Senior Facilities Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means any event or circumstance specified as such in clause 30 of the Senior Facilities Agreement;

"Facility Agent" means The Governor and Company of the Bank of Scotland,

"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession, as set out in clause 2 2 hereto,

Name of company

*insert full name
of Company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

"Group" means the Parent and each of its Subsidiaries for the time being but excluding the Propco Group,

"Insurances" means all policies of insurance and all proceeds of them either as at 21 March 2007 or in the future held by, or written in favour of, the New Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means the Intellectual Property Rights owned by the New Charging Company, as at 21 March 2007 or in the future, or the interests of the New Charging Company in any of those Intellectual Property Rights, as at 21 March 2007 or in the future, together with the benefit of all agreements as at 21 March 2007 and future lawfully entered into or the benefit of which is enjoyed by the New Charging Company relating to the use or exploitation of any Intellectual Property Rights including but not limited to the items listed in schedule 5 to the Debenture as set out in schedule 4 hereto,

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand, domain and trade names, all copyrights and rights in the nature of copyright or database rights (including the Database Rights), all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the New Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Nominated Accounts" means such accounts as the Security Agent may nominate,

"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement,

"Original Borrower" means Dome Bidco Limited (CRN 06061777),

"Parent" means Dome Holdings Limited (CRN 6061765),

"Propco Group" means Propco Group as such term is defined in the Senior Facilities Agreement,

"Quasi-Security" means Quasi-Security as such term is defined in clause 29 15 of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver (or equivalent officer appointed in any relevant jurisdiction) in each case appointed under the Deed of Accession,

"Secured Parties" means the Senior Finance Parties as defined in the Senior Facilities Agreement,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9, to the Debenture with those amendments which the Security Agent may approve or reasonably require,

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Senior Facilities Agreement" means the facilities agreement dated 21 March 2007 under which certain lenders have made available facilities to Dome Bidco Limited (CRN 06061777) and certain other Group Companies,

"Senior Finance Document" means Senior Finance Document as such term is defined in the Senior Facilities Agreement,

"Senior Finance Parties" means Senior Finance Parties as such term is defined in the Senior Facilities Agreement,

"Software" means any computer programs used to extract, list access and print the Customer Databases, any modifications thereto and all manuals and technical specifications relating to such computer program,

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Name of company

*insert full name
of Company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

"Subsidiary" means a subsidiary within the meaning of of section 736 of the Companies Act 1985,

"Subsidiary Shares" means all shares owned by the New Charging Company in its Subsidiaries including those listed in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) by way of first fixed charge

(i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(ii) all other interests (not charged under clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(vi) all monies standing to the credit of its accounts (including, but not limited to, the accounts listed in Schedule 4 to the Deed of Accession, the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person,

(vii) all its Intellectual Property including, but not limited to, the Intellectual Property contained in Schedule 5 to the Debenture, as set out in schedule 4 hereto (to the extent that it is owned by the New Charging Company),

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(ix) its goodwill and uncalled capital,

(x) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements

2 2 Floating charge

As further continuing security for the payment of the Indebtedness, the New Charging Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 21 March 2007 and in future not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including heritable property and all other assets in Scotland

2 3 Security Assignment

(a) As further continuing security for the payment of the Indebtedness, the New Charging Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the New Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

2 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

Name of company

*insert full name
of Company

* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the New Charging Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The New Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the New Charging Company than the Deed of Charge

2.5 Automatic Conversion of Floating Charge

If the New Charging Company creates (or purports to create) any Security Interest (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3 FURTHER ASSURANCE

3.1 General

(a) The New Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee (s))

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the New Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession

(b) The New Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Security Parties by or pursuant to the Deed of Accession

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The New Charging Company may not

(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

Company number

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Name of company

*insert full name
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* VALLEY FARM CAMPING GROUND LIMITED (the "New Charging Company")

SCHEDULES

Schedule 1
Details of Freehold and Leasehold Property

None as at 21 March 2007

Schedule 2
Details of Subsidiary Shares

None as at 21 March 2007

Schedule 3
Assigned Agreements

None as at 21 March 2007

Schedule 4
Intellectual Property

See separate annexure

Schedule 4 – Intellectual Property

Business Names and Logos

Ashcroft Coast Holiday Park	Naze Marine Holiday Park
Barmston Beach Holiday Park	Nodes Point Holiday Park
Bideford Bay Holiday Park	Owners Elite plus logo
Breydon Water Holiday Park	ParkMart Stores
Bryn Owen Holiday Park	Park Resorts plus logo
California Cliffs Holiday Park	Romney Sands Holiday Park
Camarthen Bay Holiday Park	Sandylands Holiday Park
Camber Sands Holiday Park	Shurland Dale Holiday Park
Cayton Bay Holiday Park	Sparky's Krew Club plus logo
Warden Springs Holiday Park	Sports Resorts plus logo
Church Point Holiday Park	St Margarets Bay Holiday Park
Coopers Beach Holiday Park	Sandy Bay Holiday Park
Cresswell Towers Holiday Park	Sunnydale Holiday Park
Crimdon Dene Holiday Park	Teamstars
Entertainment Shows	The Mix plus logo
Entertainment Venues	Thorness Bay Holiday Park
Eyemouth Holiday Park	Martello Beach
Food Choice Takeaways	Ty Mawr Holiday Park
Heacham Beach Holiday Park	Valley Farm Holiday Park
Highfield Grange Holiday Park	Kessingland Beach Holiday Park
Water Resorts plus logo	Liffens Holiday Park
Waterland Leisure plus logo	Lower Hyde Holiday Park
Welcome Holiday Centre	Withernsea Sands Holiday Park
Whitley Bay Holiday Park	Waterside Holiday Park
Weeley Bridge Holiday Park	

Trade Marks

Proprietor/Applicant	Trade Mark	Registration/Application Number	Classes	Status
Park Resorts Limited	Park Resorts (plus device)	2413232	41	Registered as a series of six marks
Park Resorts Limited	Owners Elite (plus device)	2414673	41, 43	Registered as a series of six marks
Park Resorts Limited	Series of nine device marks	2413236	41, 43	Application Objection received under S41(2) TMA 1994
Park Resorts Limited	Owners Elite your enjoyment is key (plus device) (series of 4)	2414672	41, 43	Refused

Domain Names

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
ashcroft-coast co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
ashcroftcoast com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	21-Oct-2006
barmstonbeach com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
bideford-bay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
bidefordbay com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	21-Oct-2006
bideford-bay com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
breydonwater co uk	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
breydon-water co uk	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
breydonwater com	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
breydon-water com	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
britanniaholidayparks co uk	Park Resorts Limited	27-Jun-2006	27-Jun-2008	N/A
britanniaholidayparks com	Park Resorts Limited	29-Jun-2006	29-Jun-2008	20-Oct-2006
britannia-holiday-parks co uk	Park Resorts Limited	27-Jun-2006	27-Jun-2008	N/A
britannia-holiday-parks com	Park Resorts Limited	04-Jul-2006	04-Jul-2008	20-Oct-2006
britannia-holidays co uk	Park Resorts Limited	27-Jun-2006	27-Jun-2008	N/A
britannia-holidays com	Park Resorts Limited	07-Jul-2006	07-Jul-2008	20-Oct-2006
britishcaravanparks co uk	Park Resorts Limited	04-Apr-2003	04-Apr-2007	11-Aug-2005

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
brynowen.com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
california-cliffs.co.uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
californiaciffs.com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
camber-sands.co.uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
camping-in-wales.co.uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
campinginwales.com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
camping-in-wales.com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
campinginwales.info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
caravan-and-camping.com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
caravan-and-camping.info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
caravan-holiday-parks.co.uk	Leisure Great Britain Ltd	02-Mar-2001	02-Mar-2009	29-Jan-2007
caravanning-world.co.uk	Park Resorts Limited	28-Oct-2003	28-Oct-2007	14-Sep-2005
caravanning-world.com	Park Resorts Limited	28-Oct-2003	28-Oct-2009	20-Oct-2006
caravansunlimited.co.uk	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Jul-2005

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
caravans-unlimited co uk	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Jul-2005
caravans-unlimited com	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Oct-2006
caravantastic info	Park Resorts Limited	25-Aug-2003	25-Aug-2007	17-Sep-2005
caravanworld info	Park Resorts Limited	25-Aug-2003	25-Aug-2007	17-Sep-2005
caravan-world info	Park Resorts Limited	25-Aug-2003	25-Aug-2007	17-Sep-2005
carmarthenbay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
carmarthen-bay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
carmarthen-bay com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
cayton-bay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
cayton-bay com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	21-Oct-2006
churchpoint co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
coopersbeach co uk	Park Resorts Limited	09-Nov-2005	09-Nov-2007	15-Feb-2006
coopersbeachpark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	29-Sep-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
cresswell-towers co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	29-Jul-2005
cresswelltowers co uk	Park Resorts Limited	09-Nov-2005	09-Nov-2007	15-Feb-2006
cresswelltowers com	Park Resorts Limited	16-Nov-2005	16-Nov-2007	20-Oct-2006
eastangliaholidays co uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	11-Jul-2005
eastangliaholidays com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
eastangliaholidays info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
eyemouthpark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
findacaravansite co uk	Park Resorts Limited	04-Apr-2003	04-Apr-2007	11-Aug-2005
gbholidayparks co uk	Park Resorts Limited	04-Sep-2000	04-Sep-2008	24-Jul-2006
heacham-beach com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
highfield-park co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
holidayhomeownership co uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	11-Jul-2005
holidayhomeownership com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
holidayhomeownership info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
holidaysinkent co uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
holidaysinkent com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
holidaysinwales info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
holidays-in-wales net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
holidays-in-yorkshire com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
holidaysinyorkshire info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
holidays-in-yorkshire info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
isleofwight-holidays com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
isleofwight-holidays info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
kessinglandbeach co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
kessingland-beach co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
kessinglandbeach com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
kessingland-beach com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	21-Oct-2006
liffens com	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
liffens co uk	RLS Computer Services (trading as Park Resorts)	01-Nov-2000	01-Nov-2008	25-Sep-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
lowerhyde co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
lower-hyde co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
lowerhyde com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
lower-hyde com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	21-Oct-2006
luxurycaravans co uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
luxurycaravans com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
luxuryholidayhomes info	Park Resorts Limited	25-Aug-2003	25-Aug-2007	17-Sep-2005
martellobeach co uk	Park Resorts Limited	09-Nov-2005	09-Nov-2007	15-Feb-2006
martellobeach com	Park Resorts Limited	09-Nov-2005	09-Nov-2007	20-Oct-2006
nazemarinepark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
nodes-point co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
nodespoint com	Park Resorts Limited	06-Aug-2002	06-Aug-2008	20-Oct-2006
ownerselite info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
owners-elite info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
ownerselite net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
owners-elite net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
ownerselite org	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
owners-elite org	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
own-your-own info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
own-your-own net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
park-holidays-uk co uk	Park Resorts Limited	01-Dec-2006	01-Dec-2008	-
Park-holidays-uk com	Park Resorts Limited	01-Dec-2006	01-Dec-2008	01-Dec-2006
park-holidays-uk info	Park Resorts Limited	05-Dec-2006	05-Dec-2008	05-Dec-2006
parkholidaysuk net	Park Resorts Limited	01-Dec-2006	01-Dec-2008	01-Dec-2006
park-holidays-uk net	Park Resorts Limited	05-Dec-2006	05-Dec-2008	05-Dec-2006
parkholidaysuk org	Park Resorts Limited	01-Dec-2006	01-Dec-2008	01-Dec-2006
park-holidays-uk org	Park Resorts Limited	05-Dec-2006	05-Dec-2008	05-Dec-2006
parkresorts co uk	Park Resorts Limited	14-Mar-2001	14-Mar-2009	29-Jan-2007
parkresorts info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
park-resorts net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
parkresorts org	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
park-resorts org	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
parkresortsactivities co uk	Park Resorts Limited	01-Dec-2006	01-Dec-2008	
park-resortsactivities co uk	Park Resorts Limited	30-Nov-2006	30-Nov-2008	
parkresortsactivities com	Park Resorts Limited	01-Dec-2006	01-Dec-2008	01-Dec-2006
park-resortsactivities com	Park Resorts Limited	30-Nov-2006	30-Nov-2008	30-Nov-2006
parkresortsleisure co uk	Park Resorts Limited	01-Dec-2006	01-Dec-2008	

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
park-resortisleisure.co.uk	Park Resorts Limited	01-Dec-2006	01-Dec-2008	
park-resortisleisure.com	Park Resorts Limited	02-Feb-2007	02-Feb-2009	01-Feb-2007
parkresortisleisure.com	Park Resorts Limited	04-Dec-2006	04-Dec-2008	04-Dec-2006
parkresortstouring.co.uk	Park Resorts Limited	03-Oct-2006	03-Oct-2008	
park-resortstouring.co.uk	Park Resorts Limited	03-Oct-2006	03-Oct-2008	
parkresortstouring.com	Park Resorts Limited	03-Oct-2006	03-Oct-2008	20-Oct-2006
park-resortstouring.com	Park Resorts Limited	03-Oct-2006	03-Oct-2008	20-Oct-2006
romneysands.co.uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	29-Jul-2005
sandy-bay.co.uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
sandylandspark.co.uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	29-Jul-2005
shurlanddale.co.uk	Park Resorts Limited	19-Apr-2004	19-Apr-2008	13-Mar-2006
shurland-dale.co.uk	Park Resorts Limited	19-Apr-2004	19-Apr-2008	13-Mar-2006
shurlanddale.com	Park Resorts Limited	19-Apr-2004	19-Apr-2008	20-Oct-2006
shurland-dale.com	Park Resorts Limited	19-Apr-2004	19-Apr-2008	20-Oct-2006
shurlanddaleholidaypark.co.uk	Park Resort Limited	19-Apr-2004	19-Apr-2008	13-Mar-2006
shurlanddale-holidaypark.co.uk	Park Resort Limited	19-Apr-2004	19-Apr-2008	13-Mar-2006
shurlanddaleholidaypark.com	Park Resort Limited	19-Apr-2004	19-Apr-2008	20-Oct-2006
shurlanddale-holidaypark.com	Park Resort Limited	19-Apr-2004	19-Apr-2008	20-Oct-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
sparkyskrewclub co uk	Park Resort Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
sparkys-krew-club co uk	Park Resort Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
sparkyskrewclub com	Park Resort Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
sparkys-krew-club com	Park Resort Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
stmargeratsbay co uk	Park Resorts Limited	09-Nov-2005	09-Nov-2007	15-Feb-2006
stmargaretspark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
sunnydalepark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
thornessbay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
thorness-bay co uk	Park Resorts Limited	06-Aug-2002	06-Aug-2008	04-Jul-2006
thornessbay com	Park Resorts Limited	06-aug-2002	06-Aug-2008	21-oct-2006
tourerworld co uk	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Jul-2005
tourer-world co uk	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Jul-2005
tourerworld com	Park Resorts Limited	25-Aug-2003	25-Aug-2007	21-oct-2006
tourer-world com	Park Resorts Limited	25-Aug-2003	25-Aug-2007	20-Oct-2006
touringbreaks com	Park Resorts Limited	11-Sep-2006	11-Sep-2008	21-Oct-2006
touringholidays info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
touring-holidays info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
touringholidays net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	21-Oct-2006
touring-holidays net	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
tower-park co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
tymawr info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
ty-mawr info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
tymawrholidaypark co uk	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
tymawrholidaypark com	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Oct-2006
uk-holidays org	Park Resorts Limited	24-Aug-2003	24-Aug-2007	20-Jul-2005
uktouringbreaks co uk	Park Resorts Limited	31-Aug-2006	31-Aug-2008	N/A
uktouringbreaks com	Park Resorts Limited	11-sep-2006	11-Sep-2008	21-oct-2006
valleyfarm info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
valley-farm info	Park Resorts Limited	24-Aug-2003	24-Aug-2007	17-Sep-2005
valueukholidays co uk	Park Resorts Limited	15-Feb-2002	15-Feb-2008	31-Jan-2006
waterland-leisure co uk	Park Resorts Limited	07-Sep-2004	07-Sep-2008	25-Jul-2006
waterandleisure co uk	Park Resorts Limited	16-Aug-2004	16-Aug-2008	04-Jul-2006
water-land-leisure co uk	Park Resorts Limited	16-Aug-2004	16-Aug-2008	04-Jul-2006
waterandleisure com	Park Resorts Limited	16-Aug-2004	16-Aug-2008	21-oct-2006

Domain Name	Registered Proprietor	Date of Registration	Renewal Date	Last Updated
waterland-leisure com	Park Resorts Limited	07-Sep-2004	07-Sep-2008	20-Oct-2006
water-land-leisure com	Park Resorts Limited	16-Aug-2004	16-Aug-2008	21-Oct-2006
waterside-park co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
weeleybridge co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
welcomeholidaycentre co uk	RLS Computer Services (trading as Park Resorts)	10-Oct-2003	10-Oct-2007	30-Aug-2005
welcomeholidaypark com	Park Resorts Limited	10-Dec-2004	10-Dec-2008	14-Nov-2006
whitleybaypark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
withernseapark co uk	Park Resorts Limited	07-Apr-2003	07-Apr-2007	23-Jul-2005
withernseasands co uk	Park Resorts Limited	17-Nov-2005	17-Nov-2007	15-Feb-2006
withernseasands com	Park Resorts Limited	09-Nov-2005	09-Nov-2007	20-Oct-2006
gbholidayparks com	GB Holiday Parks Limited	19-Sep-2002	19-Sep-2008	30-Jan-2007

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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 00464040

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 21st MARCH 2007 AND CREATED BY VALLEY FARM CAMPING GROUND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th APRIL 2007



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES