

M

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

Particulars of a mortgage or charge

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)

Name of company

* Saga Group Limited (the "**Chargor**")

Date of creation of the charge

25 September 2006

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

Confirmatory Debenture between, among others, the Charging Companies and the Security Agent
(as defined below) dated 25 September 2006 (the "**Debenture**").

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 pursuant to the Finance Documents at present 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 and including all liabilities in
connection with any notes, bills or other instruments accepted by any Secured Party for or at the
request of an Obligor and all losses incurred by any Secured Party in connection therewith 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**").

Terms used in this form are defined in Addendum 2/4.

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

The Governor and Company of the Bank of Scotland, PO Box 39900, Level 7, Bishopsgate
Exchange, 155 Bishopsgate, London acting as Security Agent 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

SVW/4116838

Time critical reference

For official Use (06/2005)

Mortgage Section

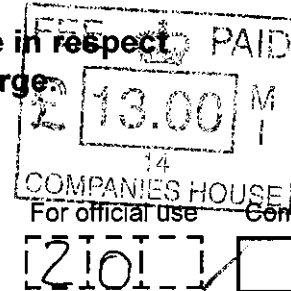
Post room



A17
COMPANIES HOUSE

ATC59JFR

271
06/10/2006



395

154840/130

Company number

00638891

1. CHARGING CLAUSE

1.1 Fixed Charges

The Chargor, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee (other than in respect of the Software obtained by the Chargor on licence and any information in the Customer Database obtained by the Chargor on licence) the following assets, both present and future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage:

(i) all Premises (including the Premises specified in schedule 2 of the Debenture, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

continued in 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

Ashurst

Date

5/10/06

On behalf of ~~XXXXXX~~ [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 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 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**

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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)

Definitions

In this form:

"Acquisition Documents" means the Acquisition Documents as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 26 (Obligors and Security) of the Senior Credit Agreement;

"Assigned Agreements" means the Acquisition Documents, the Hedging Agreements, the Insurances, the Material Contracts and the Investment Agreement (but only in relation to the rights of the Parent under clauses 14.5 and 14.6);

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

"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 (Obligor and Security) of the Senior Credit Agreement;

"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

"Charging Companies" means Saga Holdings Limited (0525832), Saga 200 Limited (05245828), Saga 300 Limited (05245794), Saga 400 Limited (05245739), Saga Limited (04362073), Saga Leisure Limited (02421829), Saga Group Limited (00638891), Saga Services Limited (00732602), Saga Publishing Limited (02152564), MetroMail Limited (02289304) and each company 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 Charging Companies set out in schedule 7 of the Debenture and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify;

"Customer Database" means the central marketing database 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 database in whatever form they appear, which excludes for the avoidance of doubt, all Software;

"Database Rights" means all present and future copyrights, database rights and all other rights of a like nature conferred now 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 Database for the remainder of the term during which the said rights and any renewals or extensions thereof shall subsist;

"Declared Default" means an Event of Default which has resulted in the Facility Agent (as defined in the Senior Credit Agreement) validly exercising any of its rights under clause 24.19 (Acceleration) of the Senior Credit Agreement,

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(subject to the terms of the Intercreditor Document) the Mezzanine Facility Agent (as defined in the Mezzanine Loan Agreement) exercising any of its rights under clause 24.19 (Acceleration) of the Mezzanine Loan Agreement or (subject to the terms of the Intercreditor Document) the Junior Mezzanine Facility Agent (as defined in the Junior Mezzanine Loan Agreement) exercising any of its rights under clause 24.19 (Acceleration) of the Junior Mezzanine Loan 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);

"Equity Investors" means the Equity Investors as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Events of Default" means Events of Default as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Excluded Property" means Excluded Property as defined in clause 3.6(a) of the Debenture;

"Finance Documents" means the Finance Documents, the Mezzanine Finance Documents and the Junior Mezzanine Finance Documents (each as defined in the Senior Credit Agreement);

"Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture (as set out in clause 1.2 below);

"Group" means the Parent and its Subsidiaries for the time being and, after the SICL Transfer has occurred, shall include the SICL Group (save where the context otherwise requires);

"Group Company" means a member of the Group;

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a 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 or used by a Charging Company, now or in the future, or the interests of any Charging Company in any of those Intellectual Property Rights, now or in the future, together with the benefit of all present or future agreements entered into or the benefit of which is enjoyed by any Charging Company relating to the use or exploitation of any of those Intellectual Property Rights including but not limited to the items listed in schedule 5 of the Debenture (as set out in schedule 2 hereto) (or, as the case may be, schedules 5 and 6 of the relevant Security Accession Deed);

"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 (except for 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;

"Intercreditor Document" means the intercreditor deed dated 29 October 2004 as amended by a restatement deed

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dated 26 September 2006 and entered into between, amongst others, each of the parties to the Finance Documents, the Mezzanine Finance Parties, the Junior Mezzanine Finance Parties, the Equity Investors and the Parent;

"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 a Charging Company or by any agent, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Investment Agreement" means the Investment Agreement as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Finance Documents" means the Junior Mezzanine Finance Documents as defined in the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Finance Parties" means the Junior Mezzanine Finance Parties as defined in the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Lenders" means the Junior Mezzanine Lenders as defined in the Junior Mezzanine Loan Agreement;

"Junior Mezzanine Loan Agreement" means the loan agreement dated 29 October 2004 made between (among others) (1) the Parent, (2) the companies listed in schedule 2 thereof as Original Borrowers (as defined in the Senior Credit Agreement), (3) the companies listed in schedule 2 thereof as Original Guarantors (as defined in the Senior Credit Agreement), (4) the financial institutions named therein as Mandated Junior Mezzanine Lead Arrangers (as defined in the Junior Mezzanine Loan Agreement), (5) the financial institutions listed in schedule 1 thereof as Original Junior Mezzanine Lenders (as defined in the Junior Mezzanine Loan Agreement) and (6) Lehman Brothers International (Europe) as Junior Mezzanine Facility Agent and (7) the Security Agent under which the Junior Mezzanine Lenders made available £75,000,000 to the Borrowers as defined therein as restated by a restatement agreement dated 25 September 2006;

"Material Contracts" means the contracts listed in schedule 8 of the Debenture or, as the case may be, listed in schedule 7 of the relevant Security Accession Deed;

"Material Intellectual Property" means the items listed in part 1 of schedule 5 of the Debenture (as set out in schedule 3 hereto) (or, as the case may be, listed in schedule 6 of the relevant Security Accession Deed); together with any future acquired Intellectual Property which is material to the business of any Charging Company from time to time;

"Mezzanine Finance Documents" means the Mezzanine Finance Documents as defined in the Mezzanine Loan Agreement;

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Loan Agreement;

"Mezzanine Lender" means the Mezzanine Lender as defined in the Mezzanine Loan Agreement;

"Mezzanine Loan Agreement" means the loan agreement dated 29 October 2004 made between (among others) (1) the Parent, (2) the companies listed in schedule 2 thereof as Original Borrowers, (3) the companies listed in schedule 2 thereof as Original Guarantors, (4) the financial institutions named therein as Mandated Mezzanine Lead Arrangers (as defined in the Mezzanine Loan Agreement), (5) the financial institutions listed in schedule 1 thereof as Original Mezzanine Lenders (as defined in the Mezzanine Loan Agreement) and (6) Lehman Brothers International (Europe) as Mezzanine Facility Agent and (7) Security Agent under which the Mezzanine Lenders made available £250,000,000 to the Borrowers as defined therein as restated by a restatement agreement dated 25 September 2006;

"Newco A" has the meaning given to it in the Senior Credit Agreement;

"Nominated Accounts" has the meaning given in 8.4(a)(i) (Collection of Book Debts and Other Debts) of the

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Debenture;

"Obligors" means Obligors as defined in the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement;

"Parent" means Saga Holdings Limited a company incorporated in England and Wales with company number 5245832;

"Premises" means all material freehold and leasehold property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property listed in part 2 of schedule 2 of the Debenture (as set out in schedule 1 below) (or, as the case may be, listed in schedule 2 of the relevant Security Accession Deed);

"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties and the Junior Mezzanine Finance Parties;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 10 of 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 an obligation of any person or any other agreement or arrangement having a similar effect;

"Senior Credit Agreement" means the credit agreement dated 29 October 2004 made between (among others) (1) the Parent, (2) the companies listed in schedule 2 thereof as Original Borrowers, (3) the companies listed in schedule 2 thereof as Original Guarantors, (4) the financial institutions named therein as Mandated Lead Arrangers (as defined in the Senior Credit Agreement), (5) the financial institutions listed in schedule 1 thereof as Original Lenders (as defined in the Senior Credit Agreement) and (6) the Security Agent under which the Senior Lenders (as defined in the Senior Credit Agreement) made available £720,000,000 of facilities to the Borrowers as defined therein as restated by a restatement agreement dated 25 September 2006;

"Senior Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement;

"Senior Lenders" means the Lenders as defined in the Senior Credit Agreement;

"SICL" means Saga Insurance Company limited, a company incorporated in Gibraltar with registered number 88716;

"SICL Group" means SICL and, if the SICL Transfer has occurred, Newco A and its subsidiaries;

"SICL Transfer" means a disposal of SICL and, if the SICL Transfer has occurred, Newco A and its consolidated subsidiaries;

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

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and/or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985; and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries, including those listed in schedule 3 to the Debenture, as set out in schedule 4 hereto.

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Addendum 3/4

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

Addendum 4/4

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

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture, as set out in clause 1.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived there from and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

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

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;

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

(v) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts;

(vi) all its rights, title and interest in the Intellectual Property excluding the Database Rights;

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

(viii) its goodwill and uncalled capital;

(ix) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture (as set out in clause 1.3 below), all its rights and interests in (and claims under) the Assigned Agreements.

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Chargor has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture (as set out in clause 1.1 above) or assigned under clause 3.3 (Security Assignment) of the Debenture (as set out in clause 1.3 below).

1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Chargor has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements and the Database Rights, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the Assigned Agreements and the Database Rights to the Chargor (or as it shall direct).

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Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

(c) The Chargor waives, but only following the occurrence of a Declared Default, any rights which it may have in the Customer Database which are granted by Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" against the Security Agent or any person to whom the Security Agent has assigned or licensed the Database Rights.

(d) The Security Agent shall not assign or transfer any of the Database Rights to any person and shall not grant any person any right or authority or licence to use any of the Database Rights or otherwise deal in the Database Rights unless and until a Declared Default has occurred.

1.4 Conversion of Floating Charge

If:

(a) a Declared Default has occurred; or

(b) the Security Agent is of the view (acting reasonably) 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 any Charging Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice (which specified Floating Charge Assets shall be exclusively those assets which are the subject of the legal process or execution or which are in danger of seizure or in jeopardy). Each relevant Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

1.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan 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 this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2. FURTHER ASSURANCE

2.1 General

(a) The Chargor will, at its own expense, promptly following request by the Security Agent (acting reasonably and in good faith), execute such deeds and other agreements and otherwise take whatever action the Security Agent may require:

(i) to perfect and/or protect the security created (or intended to be created) by the Debenture;

(ii) to facilitate the realisation or enforcement of such security;

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or

(iv) to confer on the Security Agent security over any assets of the Chargor's (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture, including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

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(b) Any security document required to be executed by the Chargor under clause 5.1 of the Debenture (as set out in clause 2.1 above) will contain clauses corresponding to the provisions set out in the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor may not:

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;

(b) sell, transfer, lease out, lend or otherwise dispose (including by way of licence or right to occupy) 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

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Credit Agreement, the Mezzanine Loan Agreement and the Junior Mezzanine Loan Agreement, or with the prior consent of the Security Agent.

SCHEDULES

Schedule 1

Part 1 - Details of Freehold and Leasehold Properties

Charging Company	Address/Description	Freehold/ Leasehold	Title Number
Saga Group Limited	Part ground and first floors, Ross House, Ross Way, Shorncliffe, Folkestone	Leasehold	Not applicable
	Ground floor entrance hall and first, second and third floor offices and premises at roof level, Albion House, 22-26 Sandgate Road, Folkestone, Kent together with 6 parking spaces	Leasehold	Not applicable
	9 Anson Close, Broadstairs, Kent	Leasehold	Not applicable
	The Call Centre Building, Plot 29D, Eurokent Business Park, Kent	Leasehold	K848825
	First floor offices and part basement, Aspen House, West Terrace, Folkestone	Leasehold	Not applicable
	Fifth and sixth floor offices, 85 Buckingham Gate, London	Leasehold	Not applicable

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Part 2 - Details of Premises

Charging Company	Address/Description	Freehold / Leasehold	Title number
Saga Group Limited	The Call Centre Building, Plot 29D, Eurokent Business Park, Kent	Leasehold	K848825

Schedule 2**Intellectual Property**

The following domain names:

6fm.org.uk

bestpricecruising.co.uk

broadbandholidays.co.uk

broadbandholidays.com

broadbandtravel.co.uk

cheapestcruising.co.uk

cheapestcruising.com

cruiseandsave.co.uk

discountcruising.co.uk

esaga.co.uk

e-saga.co.uk

flysaga.co.uk

holidaysbyvideo.co.uk -

holidaysbyvideo.com

holidaysofdiscovery.co.uk

holidaytelevision.co.uk

holidaytv.co.uk

interchurch.co.uk

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lastminute-saga.co.uk

lastminute-saga.com

lastminutesaga.co.uk

lastminutesaga.com

learnwithsaga.co.uk

learnwithsaga.com

mysaga.co.uk

primetimeradio.org

over50s-education.co.uk

over50s-education.com

over50s-jobs.co.uk

over50s-jobs.com

over50s-learning.co.uk

over50s-learning.com

over50s-recruitment.co.uk

over50s-recruitment.com

over50s-training.co.uk

over50s-training.com

over50s-volunteers.co.uk

over50s-volunteers.com

over50seducation.co.uk

over50seducation.com

over50sjobs.co.uk

over50sjobs.com

over50slearning.co.uk

over50slearning.com

over50srecruitment.co.uk

over50srecruitment.com

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over50straining.com

over50svolunteers.co.uk

over50svolunteers.com

primetimeradio.org.uk

quotehound.co.uk

saaga.co.uk

saaga.com

saga-education.co.uk

saga-education.com

saga-employment.co.uk

saga-employmentservices.co.uk

saga-employmentservices.com

saga-group.co.uk

saga-group.com

saga-hays.co.uk

saga-hays.com

saga-holidays.biz

saga-holidays.co.uk

saga-holidays.com

saga-holidays.info

saga-holidays.net

saga-holidays.org

saga-holidays.org.uk

saga-jobs.co.uk

saga-jobs.com

saga-jobsite.co.uk

saga-jobsite.com

saga-online.co.uk

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of Company

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saga-records.co.uk

saga-records.com

saga-recruitment.co.uk

saga-recruitment.com

saga-training.co.uk

saga-training.com

saga-travel.co.uk

saga-travel.info

saga-travel.net

saga-travel.org

saga-travel.org.uk

saga-volunteer.co.uk

saga-volunteer.com

saga.org.uk

saga1014fm.co.uk

saga1014fm.com

saga1014fm.info

saga1014fm.net

saga1014fm.org

saga1052.co.uk

saga1052.com

saga1052.net

saga1052fm.co.uk

saga1052fm.com

saga1052fm.net

saga1052fm.org

saga1057.co.uk

saga1057.com

Name of company

*insert full name
of Company

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saga1057fm.com

saga1066.co.uk

saga1066.com

saga1066.info

saga1066.net

saga1066.org

saga1066fm.co.uk

saga1066fm.com

saga1066fm.info

saga1066fm.org

saga107fm.co.uk

sagaairport-hotels.co.uk

sagaairport-hotels.com

sagaairport-services.co.uk

sagaairport-services.com

sagaannuities.co.uk

sagaannuities.com

sagabeautyproducts.co.uk

sagabeautyproducts.com

sagaboatinsurance.co.uk

sagaboatinsurance.com

sagaboats.co.uk

sagaboats.com

sagabond.co.uk

sagabond.com

sagabroadband.co.uk

sagabroadband.com

sagabroadbandtravel.co.uk

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of Company

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sagacardirect.co.uk

sagacarsdirect.co.uk

sagacarhire.co.uk

sagacarhire.com

sagacashisa.com

sagacds.co.uk

sagacds.com

sagacharitabletrust.org

sagacircles.biz

sagacircles.co.uk

sagacircles.com

sagacircles.info

sagacircles.me.uk

sagacircles.net

sagacircles.org

sagacircles.org.uk

sagaclub.net

sagacompetitions.co.uk

sagacompetitions.com

sagacomputers.co.uk

sagacomputers.com

sagacoverplus.co.uk

sagacoverplus.com

sagacruises.co.uk

sagacruises.com

sagacruising.co.uk

sagacruising.com

sagacurrentaccounts.co.uk

Name of company

*insert full name
of Company

* Saga Group Limited (the "Chargor")

sagadental.co.uk

sagadental.com

sagadigital.co.uk

sagadigital.com

sagadigitalradio.co.uk

sagadigitalradio.com

sagaeducation.co.uk

sagaeducation.com

sagaelectricalgoods.co.uk

sagaelectricalgoods.com

sagaemployment.co.uk

sagaemployment.com

sagaemploymentservices.co.uk

sagaemploymentservices.com

sagaendowments.co.uk

sagaendowments.com

sagaentertainment.co.uk

sagaentertainment.com

sagaequityisa.co.uk

sagaequityisa.com

sagaequityrelease.co.uk

sagaestates.co.uk

sagaestates.com

sagaevents.co.uk

sagaextendedwarranty.co.uk

sagaextendedwarranty.com

sagafinance.co.uk

sagafinance.com

Name of company

*insert full name
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* Saga Group Limited (the "Chargor")

sagafinancialplanning.com

sagafinancialplanning.net

sagafinancialservices.co.uk

sagafinancialservices.com

sagafinancialservices.net

sagaflights.com

sagaflightsandhotels.co.uk

sagaflightsandhotels.com

sagafm.co.uk

sagagardening.co.uk

sagagardening.com

sagagroup.co.uk

sagahays-recruitment.co.uk

sagahays-recruitment.com

sagahays.co.uk

sagahays.com

sagahaysrecruitment.co.uk

sagahaysrecruitment.com

sagahealthcare.co.uk

sagahealthcare.com

sagahealthcash.co.uk

sagahealthclubs.co.uk

sagahealthclubs.com

sagahealthmonitor.co.uk

sagahealthmonitor.com

sagahealthplan.co.uk

sagahealthplan.com

sagaholidayextras.co.uk

Name of company

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sagaholidayhomes.co.uk

sagaholidayhomes.com

sagaholidayhomesabroad.co.uk

sagaholidayhomesabroad.com

sagaholidayhomesuk.co.uk

sagaholidayhomesuk.com

sagaholidayproperty.co.uk

sagaholidayproperty.com

sagaholidays.biz

sagaholidays.co.uk

sagaholidays.info

sagaholidays.net

sagaholidays.org

sagaholidays.org.uk

sagaholidaysbroadband.co.uk

sagaholidaysbroadband.com

sagaholidaystelevision.co.uk

sagaholidaystelevision.com

sagaholidaystv.co.uk

sagaholidaystv.com

sagahome.co.uk

sagahomeinsurance.co.uk

sagahomemanagement.co.uk

sagahomemanagement.com

sagahomesoverseas.co.uk

sagahomesoverseas.com

sagaifa.co.uk

sagaifa.com

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* Saga Group Limited (the "Chargor")

sagainsurance.com

sagainternet.biz

sagainternet.co.uk

sagainternet.com

sagainternet.info

sagainternet.me.uk

sagainternet.net

sagainternet.org

sagainternet.org.uk

sagainvestor.co.uk

sagainvestor.com

sagajobs.co.uk

sagajobsite.co.uk

sagajobsite.com

sagalastminute.co.uk

sagalifestyle.co.uk

sagalifestyle.com

sagaline.biz

sagaline.co.uk

sagaline.com

sagaline.info

sagaline.net

sagalistersclub.co.uk

sagalistersclub.com

sagamag.co.uk

sagamag.com

sagamagazine.co.uk

sagamagazine.org

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* Saga Group Limited (the "Chargor")

sagamedical.co.uk

sagamedical.com

sagamember.co.uk

sagamember.com

sagamoney.co.uk

sagamoney.com

sagamotorassistance.co.uk

sagamotorassistance.com

sagamotorhomeinsurance.co.uk

sagamotorhomeinsurance.com

sagamotorhomes.co.uk

sagamotorhomes.com

sagamotoringassistance.co.uk

sagamotoringassistance.com

sagamotoringclub.co.uk

sagamotoringclub.com

saganutritionalsupplements.co.uk

saganutritionalsupplements.com

sagaonline.co.uk

sagaoverseashomes.co.uk

sagaoverseashomes.com

sagaoverseasproperties.co.uk

sagaoverseasproperties.com

sagaoverseasproperty.co.uk

sagaoverseasproperty.com

sagapa.co.uk

sagapa.com

sagapearl.co.uk

Name of company

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* Saga Group Limited (the "Chargor")

sagapearl.net

sagapearl.org

sagapeople.co.uk

sagapeople.com

sagapetcentre.co.uk

sagapetcentre.com

sagapetinsurance.co.uk

sagapetinsurance.com

sagapmi.co.uk

sagapmi.com

sagapostalaccount.co.uk

sagapostalaccount.com

sagaproperties.co.uk

sagaproperties.com

sagapropertiesoverseas.co.uk

sagapropertiesoverseas.com

sagaproperty.co.uk

sagaproperty.com

sagapropertyoverseas.co.uk

sagapropertyoverseas.com

sagapropertyservices.co.uk

sagapropertyservices.com

sagapublishing.co.uk

sagapublishing.com

sagapublishing.net

sagapublishing.org

sagaradio.co.uk

sagaradio.info

Name of company

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* Saga Group Limited (the "Chargor")

sagaradio.org

sagaradioltd.co.uk

sagaradioltd.com

sagaradioltd.net

sagarecruitment.co.uk

sagarecruitment.com

sagarestaurants.co.uk

sagarestaurants.com

sagaretirement.co.uk

sagaretirement.com

sagarose.co.uk

sagaruby.co.uk

sagaruby.com

sagarugby.co.uk

sagarugby.com

sagaselfdrive.co.uk

sagaselfdrive.com

sagasharedirect.co.uk

sagasharedirect.com

sagashipping.co.uk

sagashipping.com

sagashop.com

sagashopping.com

sagashortbreaks.co.uk

sagashortbreaks.com

sagaski.co.uk

sagaski.com

sagasports.co.uk

Name of company

*insert full name
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* Saga Group Limited (the "Chargor")

sagasucks.com

sagasucks.net

sagatelevision.co.uk

sagatelevision.com

sagatheatretickets.co.uk

sagatheatretickets.com

sagatraining.co.uk

sagatraining.com

sagatravel.co.uk

sagatravel.org

sagatravel.org.uk

sagatv.co.uk

sagauk.com

sagaultimateretreats.co.uk

sagaultimateretreats.com

sagaunittrusts.co.uk

sagaunittrusts.com

sagavet.co.uk

sagavet.com

sagavideos.co.uk

sagavideos.com

sagavirtualifa.co.uk

sagavolunteer.co.uk

sagavolunteer.com

sagawalks.co.uk

sagawealthcheck.co.uk

sagawealthcheck.com

sagawebtv.com

Name of company

*insert full name
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* Saga Group Limited (the "Chargor")

sarger.com

spirit-of-advernture.co.uk

spirtdiscovery.co.uk

spiritofadventure.co.uk

spiritofadventure.com

spiritofadventurecruise.co.uk

spiritofadventurecruise.com

spiritofadventurecruises.co.uk

spiritofadventurecruises.com

spiritofadventurecruising.co.uk

spiritofadventurecruising.com

spiritofadventurediscovery.co.uk

spiritofadventurediscovery.com

spiritofadventureexperience.co.uk

spiritofadventureexperience.com

spiritofadventuregreatjourneys.co.uk

spiritofadventuregreatjourneys.com

spiritofadventureholidays.co.uk

spiritofadventureholidays.com

spiritofadventurejourneys.co.uk

spiritofadventurejourneys.com

spiritofadventuretours.co.uk

spiritofadventuretravel.co.uk

spiritofluxury.co.uk

spiritofluxury.com

thespiritofadventure.co.uk

think-again.co.uk

trainwithsaga.co.uk

Name of company

*insert full name
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* Saga Group Limited (the "Chargor")

travelbyvideo.co.uk

travelsofdiscovery.co.uk

traveltelevision.co.uk

ugenerate.biz

ugenerate.co.uk

ugenerate.net

ugenerate.org.uk

ultimateresorts.co.uk

ultimateretreats.co.uk

videotravel.co.uk

videotravelexperience.co.uk

videotravelexperience.com

whoareyoucallinggrey.co.uk

saga-holidays.travel

saga-lastminute.co.uk

saga-lastminute.com

saga.travel

sagaholidays.travel

sagatravelshop.co.uk

sagatravelshop.com

sagaemployment.com

spiritofadventure.co.uk

doing-it-properly.co.uk

doing-it-properly.com

doingitproperly.co.uk

doingitproperly.com

done-properly.co.uk

done-properly.com

Name of company

*insert full name
of Company

* Saga Group Limited (the "Chargor")

sagaclaims.co.uk

classic-journeys.co.uk

spiritofadventureclassicjourneys.co.uk

spiritofadventureclassicjourneys.com

Schedule 3**Material Intellectual Property**

The following domain names:

saga.co.uk

saga.1066fm.co.uk

Schedule 4**Subsidiary Shares**

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Saga Group Limited	Saga Limited	8,000,000 Ordinary Shares of £1 each	None
	Saga Investment Direct Limited	850,000 Ordinary Shares of £1 each	None
	Saga Services Limited	2,100,000 Ordinary Shares of £1 each	None
	Saga Publishing Limited	100,000 Ordinary Shares of £1 each	None
	MetroMail Limited	98,000 Ordinary Shares of £1 each	None
	Saga Radio Limited	5,000,000 Ordinary Shares of £1 each	None
	Saga Regional Digital Radio Limited	1,000,000 Ordinary Shares of £1 each	None
	Saga Radio (Scotland) Limited	2,500,000 Ordinary Shares of £1 each	None
	Saga Insurance Company Limited	15,000,000 Ordinary Shares of £1 each 31,000,000 Redeemable Preference Shares of £0.01 each	None

Company number

00638891

Name of company

*insert full name
of Company

* Saga Group Limited (the "Chargor")

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00638891

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CONFIRMATORY DEBENTURE DATED THE 25th SEPTEMBER 2006 AND CREATED BY SAGA GROUP 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 6th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th OCTOBER 2006.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —