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in black type or
bold block
lettering

*Insert full name
of company

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

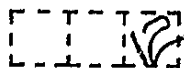
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use Company number

Name of company

* **SAGA GROUP LIMITED** (the "Company")



638891

Date of creation of the charge

25 February 1994

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

Legal Share Charge dated 25 February 1994 between the Company and N M Rothschild & Sons Limited as security trustee (the "Legal Share Charge")

Amount secured by the mortgage or charge

(Please see Attachment A for the meaning of defined terms).

All money and liabilities now or hereafter due, owing or incurred to the Security Trustee and/or the Lenders by the Company under the Guarantee and under the Legal Share Charge whether actual or contingent, solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith.

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

N-M-ROTHSCHILD & SONS LIMITED of New Court, St. Swithin's Lane
London EC4P 4DU as security trustee (the "Security Trustee")

Postcode

Presenter's name, address and
reference (if any):

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA Ref: JXB

For official use
Mortgage section

Post room

- 4 MAR 1994

- 4 MAR 1994

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PLEASE SEE ATTACHMENT E

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Particulars as to commission allowance or discount (note 3)

None

Signed

Ashurst Mavis Crisp

Date

2 March 94

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

*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, as "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.

FORM 395 - CONTINUATION SHEET

SAGA GROUP LIMITED (COMPANY NO. 638891)

ATTACHMENT A

"Encumbrance"	means any mortgage, charge, assignment, pledge, lien, right of set-off, encumbrance or other security interest (whether fixed or floating) whatsoever;
"Facilities Agreements"	means the NMR Facilities Agreement and the NatWest Facilities Agreement and "Facilities Agreement" means either of them;
"Guarantee"	means the guarantee dated 31 January 1994 made between the Company and the Security Trustee pursuant to which the Company guaranteed payment to the Lenders of all sums owing under the Facilities Agreements;
"Lenders"	means NatWest and NMR and "Lender" means either one of them;
"NatWest"	means National Westminster Bank PLC and its successors and assigns under the NatWest Facilities Agreement;
"NatWest Facilities Agreement"	means a facilities agreement dated 31 January 1994 made between (1) NatWest and (2) Saga Leisure Limited pursuant to which NatWest has made available to Saga Leisure Limited facilities of £7,500,000 as the same may be varied, amended, restated or novated from time to time;
"NMR"	means N M Rothschild & Sons Limited and its successors and assigns under the NMR Facilities Agreement;
"NMR Facilities Agreement"	means a facilities agreement dated 31 January 1994 made between (1) NMR and (2) Saga Leisure Limited pursuant to which NMR has made available to Saga Leisure Limited facilities of £7,500,000 as the same may be varied, amended, restated or novated from time to time;
"Security Trustee"	means NMR as security trustee for itself and the Lenders.

FORM 395 - CONTINUATION SHEET

SAGA GROUP LIMITED (COMPANY NO. 638891)

ATTACHMENT B

- (i) 1,000 shares of \$1 each in the share capital of Saga International Holidays, Ltd. a company incorporated in Massachusetts, USA (the "Securities");
- (ii) all dividends, distributions and other income paid or payable on or derived from the Securities;
- (iii) all shares or other property derived from the Securities (whether by way of bonus, option or otherwise);
- (iv) all other accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from the Securities (whether by way of conversion, redemption, bonus, preference, option, offer or otherwise);
- (v) all proceeds of the items described in the preceding sub-clauses (i) through (iv).

Negative Pledge

The Legal Share Charge contains a covenant by the Company that during the continuance of the security it will not:-

- (a) create or permit to subsist any Encumbrance on or over all or any part of the property charged by the Legal Share Charge (the "Charged Property") or the right to receive or be paid the same or agree to do so; or
- (b) sell, transfer or otherwise dispose of whole or any part of the Charged Property or the right to receive or to be paid the same or agree to do; or
- (c) dispose of the equity of redemption in respect of any of the Charged Property.

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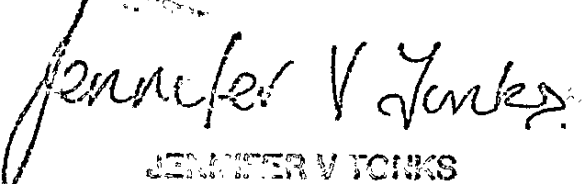
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00638891

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL SHARE CHARGE DATED THE 25th FEBRUARY 1994 AND CREATED BY SAGA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO N M ROTHSCHILD & SONS LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE LENDERS ON ANY ACCOUNT WHATSOEVER UNDER THE GUARANTEE DATED 31st JANUARY 1994 AND UNDER THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MARCH 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 1994.


JENNIFER V TONKS
for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC