

# M

COMPANIES FORM No. 395

212991/39

## Particulars of a mortgage or charge

# 395

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)

For official use

Company number

28

01191534

Name of company

\* PGL Travel Limited (the **Chargor**)

Date of creation of the charge

11 June 2008

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

A Standard Security dated 11 June 2008 given by the Chargor in favour of Barclays Bank PLC (as **Security Trustee**) relating to the Property known as Dalguise House and adjoining land, Dalguise, Perthshire, PH8 0JX (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which each Obligor is a party between, amongst others, each Obligor and Barclays Bank PLC, incorporated under the Companies Acts (Company Number 1026167) and having its registered office at 1 Churchill Place, London, E14 5HP as facility agent, security agent and security trustee, and any alteration, variation or amendment thereto (the **Credit Agreement**) except for any obligation which, if it were so included, would result in the Deed contravening section 151 Companies Act 1985 (the **Secured Liabilities**)

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

1 Churchill Place, London, United Kingdom

BARCLAYS BANK PLC AS SECURITY TRUSTEE  
(SEE ATTACHED FAX)

Postcode E14 5HP

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London  
E1 6AD

For office  
Mortgage S



\*PG8XK00U\*

PMO 26/06/2008 429  
COMPANIES HOUSE

\*LLIV10P9\*

LD4 19/06/2008 45  
COMPANIES HOUSE

Time critical reference

OSP

Short particulars of all the property mortgaged or charged

Please see continuation sheet

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)

Nil

Signed

*Alan Avery LLP  
per Ian Pearson*

Date 19 June 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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**

**PGL Travel Limited – Standard Security in respect of Dalguise House and adjoining land.**

**Continuation Sheet**

**Short particulars of the property mortgaged or charged**

**1. GENERAL**

A Standard Security in favour of the Security Trustee over:

- 1 1 (FIRST) All and Whole the subjects forming Dalguise House with the adjoining lands and estate lying in the Parish of Little Dunkeld and County of Perth and being the subjects more particularly described in, disposed by and delineated and shaded blue on the plan annexed and signed as relative to Disposition by The Secretary of State for Scotland in favour of George Elmslie Troup, Lieutenant Colonel Ian Charles Stuart Rose and William Laidlaw Milligan as Trustees therein mentioned dated Twenty sixth day of July and recorded in the Division of the General Register of Sasines applicable to the County of Perth on Thirtieth day of August, both in the year Nineteen hundred and fifty, and
- 1 2 (SECOND) All and Whole that area of ground extending to forty five decimal or one thousandth parts of a hectare or thereby (0 045ha) situated in the said Parish of Little Dunkeld and County of Perth and being the subjects more particularly described in, disposed by and shown coloured pink including the red verge on the plan annexed and signed as relative to Feu Disposition by The Secretary of State for Scotland in favour of MacTaggart & Mickel dated the Seventh and recorded in the said Division of the General Register of Sasines the Seventeenth both days of November, Nineteen hundred and eighty six, Together with the whole other buildings and erections on such plots or areas of ground, the heritable fittings and fixtures therein and thereon, the parts privileges and pertinents thereof, the whole other rights exclusive, mutual, common or otherwise pertaining thereto, and the Chargor's whole right title and interest present and future therein and thereto (which whole subjects secured by the security are hereinafter called the "**Security Subjects**"),
- 1 3 The standard conditions (hereinafter called the "**Standard Conditions**") specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (hereinafter called the "**Act**") and any lawful variations thereof operative for the time being shall apply to the Standard Security, except that such Standard Conditions shall to the extent that they are inconsistent with
- (i) the Credit Agreement or any subsequent variation of it, be varied and supplemented such that they are consistent therewith, and
  - (ii) the other provisions or the provisions of any subsequent variation to the Standard Security, be varied and supplemented such that they are consistent with the following provisions and those of any such subsequent variation

**2. RESTRICTIONS**

The Chargor shall not at any time without the prior written consent of the Security Trustee -

- 2 1 Grant any servitude, wayleave, real burden or water or drainage rights or any other continuing rights upon or affecting the Security Subjects or any part thereof or enter into any onerous or restrictive obligations affecting same, or
- 2 2 Create a subsequent security (whether fixed or floating) over the Security Subjects or any part thereof, or

**PGL Travel Limited – Standard Security in respect of Dalguise House and adjoining land.**

**Continuation Sheet**

- 2 3 Part with, sell, transfer or otherwise dispose of the whole or any part of the Security Subjects or any interest therein,
- 2 4 Transfer the Security Subjects or any part thereof under burden of the Standard Security, or
- 2 5 Make or permit any material alterations to the Security Subjects which constitute development (as that expression is defined in the Planning Acts), or
- 2 6 Omit or permit or suffer to be done any act, matter or thing in, on or in respect of the Security Subjects which will result in a breach of the Planning Acts

**3. INTERPRETATION**

**In this Form 395:**

**Accession Agreement** means a letter, substantially in the form of Schedule 11 (Form of Accession Agreement) of the Credit Agreement, or a Hedge Counterparty Accession Agreement, with such amendments as the Facility Agent and the Company may agree

**Administrative Party** a Mandated Lead Arranger or the Facility Agent

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender under Clause 8 (Ancillary Facilities) of the Credit Agreement

**Ancillary Facility Document** means any document evidencing an Ancillary Facility

**Ancillary Lender** means each Lender or Affiliate of a Lender which makes available an Ancillary Facility in accordance with Clause 8 (Ancillary Facilities) of the Credit Agreement

**Company** means Holidaybreak PLC

**Credit Agreement** means the two hundred and seventy five million Great British Pounds (GBP 275,000,000) credit agreement dated the ninth day of May two thousand and eight, between (among others) the Security Provider, Holidaybreak PLC as Borrower and the Facility Agent

**Facility Agent** means Barclays Bank PLC

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement

**Finance Document** means:

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Fee Letter,
- (d) a Hedging Agreement,
- (e) the Hedging Letter,

**PGL Travel Limited – Standard Security in respect of Dalguise House and adjoining land.**

**Continuation Sheet**

- (f) a Transfer Certificate,
- (g) an Accession Agreement,
- (h) an Ancillary Facility Document,
- (i) a Resignation Request, or
- (j) any other document designated as such by the Facility Agent and the Company

**Finance Party** means a Lender, an Issuing Bank, a Hedge Counterparty, an Ancillary Lender or an Administrative Party

**Group** means the Company and its Subsidiaries

**Hedging Agreement** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter delivered to the Facility Agent under Clause 4 1 (Conditions precedent documents) of the Credit Agreement

**Hedge Counterparty** means

- (a) each Original Hedge Counterparty, or
- (b) a Lender which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of Clause 2 5 (Hedging) and Schedule 14 (Intercreditor Arrangements) of the Credit Agreement

**Hedge Counterparty Accession Agreement** means a letter, substantially in the form of Schedule 13 (Form of Hedge Counterparty Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent, the relevant Hedge Counterparty and the Company may agree

**Hedging Letter** means a letter dated on or about the date of the Credit Agreement between the Company and the Facility Agent relating to the interest rate hedging effected or to be effected by the Group

**Issuing Bank** means

- (a) an Original Issuing Bank, or
- (b) any person which becomes a Party as an Issuing Bank in accordance with Clause 32 2 (Assignments and transfers by Lenders or Issuing Banks) of the Credit Agreement

**Lender** means

- (c) each Original Lender, or
- (d) any person which becomes a Party as a Lender in accordance with Clause 32 2 (Assignments and transfers by Lenders or Issuing Banks) of the Credit Agreement

**PGL Travel Limited – Standard Security in respect of Dalguise House and adjoining land.**

**Continuation Sheet**

**Mandated Lead Arranger** means Barclays Capital and the Royal Bank of Scotland PLC as joint mandated lead arrangers

**Obligor** means a Borrower (other than NST Travel Group PLC and NST Transport Services Limited) or a Guarantor

**Original Borrower** means the Subsidiaries of the Company listed in Schedule 1 (Parties) to the Credit Agreement as original borrowers to the Credit Agreement

**Original Chargor** means the Companies listed in Schedule 1 (Original Chargors) to the Security Agreement as Chargors to the Security Agreement

**Original Guarantor** means the Subsidiaries of the Company listed in Schedule 1 (Parties) to the Credit Agreement as original guarantors to the Credit Agreement

**Original Lender** means the banks and financial institutions listed in Schedule 1 (Parties) to the Credit Agreement as original lenders

**Original Hedge Counterparty** means the banks and financial institutions listed in Schedule 1 (Parties) to the Credit Agreement as counterparties to certain hedging arrangements

**Original Obligor** means the Company, an Original Borrower or an Original Guarantor

**Planning Acts** means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 and any future legislation of a similar nature

**Resignation Request** means a letter in the form of Schedule 12 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Security Agreement** means the Security Agreement dated 9 May 2008 between Holidaybreak PLC and others as Chargor and Barclays Bank PLC as Facility Agent

**Security Document** means

- (a) the Security Agreement,
- (b) the notarial deed of pledge of shares in Eurocamp Travel B V dated on or about the date of the Credit agreement between (among others) Greenbank Holdings Limited as pledgor, the Facility Agent as pledgee and Eurocamp Travel B V, as the company whose shares are pledged,
- (c) the notarial deed of pledge of shares in Business Reservations Centre Holland Holding B V dated on or about the date of the Credit agreement between Superbreak Mini-Holidays Group Ltd as pledgor, the Facility Agent as pledgee and Business Reservations Centre Holland Holding B V as the company whose shares are pledged,
- (d) the notarial deed of pledge of shares in Business Reservations Centre Holland B V dated on or about the date of the Credit agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and Business Reservations Centre Holland B V as the company whose shares are pledged,

**PGL Travel Limited – Standard Security in respect of Dalguise House and adjoining land.**

**Continuation Sheet**

- (e) the notarial deed of pledge of shares in Camping in Comfort B V dated on or about the date of the Credit agreement between Eurocamp Travel B V as pledgor, the Facility Agent as pledgee and Camping in Comfort B V , as the company whose shares are pledged,
- (f) the notarial deed of pledge of shares in Djoser B V dated on or about the date of the Credit agreement between Holidays Limited as pledgor, the Facility Agent as pledgee and Djoser B V as the company whose shares are pledged,
- (g) the notarial deed of pledge of shares in Bookit B V dated on or about the date of the Credit agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and Bookit B V as the company whose shares are pledged,
- (h) the notarial deed of pledge of shares in B V Weekendjeweg nl dated on or about the date of the Credit agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and B V Weekendjeweg nl as the company whose shares are pledged,
- (i) the notarial deed of pledge of shares in Easycamp B V dated on or about the date of the Credit agreement between Eurocamp Travel B V as pledgor, the Facility Agent as pledgee and Easycamp B V as the company whose shares are pledged,
- (j) the notarial deed of pledge of shares in Eurosites B V dated on or about the date of the Credit agreement between Greenbank Holidays Ltd as pledgor, the Facility Agent as pledgee and Eurosites B V as the company whose shares are pledged,
- (k) the security agreement dated on or about the date of the Credit agreement (being a pledge of rights, bank accounts, moveable assets, insurances, intellectual property rights and domain names) between Eurocamp Travel B V , Business Reservation Centre Holland Holding B V and Djoser B V as security providers and the Facility Agent, and
- (l) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

**Subsidiary** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

**Transfer Certificate** means a certificate, substantially in the form of Schedule 6 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

## ALLEN &amp; OVERY

## BY FAX

For the attention of Steve Russell  
Companies Registration Office  
The Registrar of Companies House  
Crown Way  
Mandy  
Cardiff  
CF14 3UZ

Allen & Overy LLP  
One Bishops Square  
London E1 6AD United Kingdom

Tel +44 (0)20 3088 0000  
Fax +44 (0)20 3088 0088  
Email olivia.pim@allenovery.com

Our ref OSP/35448-03669 BK 9211927 1

23 June 2008

Dear Steve

## PGL Travel Limited

Further to our telephone conversation of this morning I confirm that for each Form 395 submitted in respect of the security (Standard Security) the name of the chargee is Barclays Bank PLC as Security Trustee for all three standard securities

Please confirm receipt of this fax to me by email at the above email address. Should you have any further questions please do not hesitate to contact me

Kind regards,



Olivia Pim

Trainee

Allen & Overy LLP

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# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

Company number

01191534

Name of company

\* insert full name  
of company

\* PGL Travel Limited (the **Chargor**)

| Ian Parsonage

of Allen & Overy LLP, London, United Kingdom

§ give date and  
parties to charge

certify that the charge § a Standard Security dated 11 June 2008 given by the  
Chargor in favour of Barclays Bank PLC (as **Security Trustee**) relating to the  
Property known as Lodge Farm, Newton, Lochranza, Isle of Arran

of which a true copy is annexed to this form was presented for registration on 24 June 2008

† delete as  
appropriate

in [Scotland] ~~XXXXXX XXXX~~

Signed

*Ian Parsonage  
Allen & Overy LLP*

Date 25 June 2008

Presenter's name address and  
reference (if any)

Ian Parsonage  
C/O Allen & Overy LLP  
1 Bishops Square, London  
E1 6AD  
35448-03669

For official Use  
Mortgage Section

† Post room

## Notes

The address for the Registrar of Companies is -

Companies House  
Crown Way  
Cardiff  
CF14 3UZ



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1191534**

**CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH  
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 24  
JUNE 2008 AND CREATED BY PGL TRAVEL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO ANY FINANCE 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 26 JUNE 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2008**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES