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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)

For official use

Company number

9111

01674987

Name of company

* Superbreak Mini-Holidays Limited (the **Chargor**)

Date of creation of the charge

9 May 2008

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

A security Agreement dated 9 May 2008 between, amongst others, the **Chargor** and Barclays Bank PLC (the **Facility Agent**) as agent and trustee for the Finance Parties as defined in the Credit Agreement (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 the **Chargor** to any Finance Party under each Finance Document to which the **Chargor** is a party, except for any obligation which, if it were so included, would result in this Deed contravening Section 151 of the Companies Act 1985 (the **Secured Liabilities**).

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

Barclays Bank PLC, 1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London
E1 6AD

OSP/35448-03669

Time critical reference

35448-03669 BK 8289383

For official Use (06/2005)

Mortgage Section

I Post room

FRIDAY



A46 16/05/2008 68
COMPANIES HOUSE

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 Jon Parsonage for
Allen & Overy LLP

Date 15.05.2008

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**

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)

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)

General

- (a) All the security created under this Deed.
 - (i) is created in favour of the Facility Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property ((Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Chargor must notify the Facility Agent promptly,
 - (ii) this Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed
- (c) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties

Land

(a) The Chargor charged:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 2 (Security Assets) of the Security Agreement under its name under the heading **Real Property** (comprising of the land and buildings known as Hartford Manor, Hartford, Northwich CW8 1HW with registered title number CH424893 of which the owner is Holidaybreak PLC), or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed other than, in the case of the property known as the Hole in the Wall registered under title number HE3953 which is the subject of an Existing Security dated 16 October 1998 in favour of Henry Clive, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery owned by a Chargor on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

Investments

(a) The Chargor charged

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Plant and machinery

The Chargor charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

Restricted credit balances

The Chargor charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

Insurances

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken

out by it or on its behalf or in which it has an interest

Intellectual property

The Chargor charged by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) of the Security Agreement under its name under the heading **Specific Intellectual Property Rights** (none stated), or in Part 1 of the schedule to any Deed of Accession by which it became party to this Deed,
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

Miscellaneous

The Chargor charged by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill;
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) all moneys standing to its credit and all accounts with any bank, financial institution or other person,
- (e) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (f) its uncalled capital

Floating charge

- (a) The Chargor charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Facility Agent may by notice to the Chargor to convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (1) an Event of Default is outstanding, or
 - (11) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this clause may not be converted into a fixed charge solely by reason of
 - (1) the obtaining of a moratorium, or
 - (11) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000
- (d) The floating charge created by this clause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the

Facility Agent receives notice of an intention to appoint an administrator

- (e) The floating charge created by this clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Restrictions on Dealing

The Chargor may not.

- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement

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

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

Administrative Party means 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

Chargor means Superbreak Mini-Holidays Limited and any Additional Chargor

Company means Holidaybreak PLC

Credit Agreement means the £275,000,000 Credit Facility for Holidaybreak PLC arranged by Barclays Capital and the Royal Bank of Scotland PLC with Barclays Bank PLC as Facility Agent and signed on 9 May 2008

Facility means a credit facility made available under the Credit Agreement

Facility Agent means Barclays Bank PLC (registered No 1026167) registered Office at 1 Churchill Place, London, E14 5HP

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

Finance Document means

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

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

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

(a) each Original Lender, or

(b) 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.

Mandated Lead Arranger means Barclays Capital and The Royal Bank of Scotland PLC as joint mandated lead arrangers and bookrunners.

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

Restricted Account means the accounts (if any) specified in Part 2 of Schedule 2 (Security Assets) of the Deed under its name under the heading **Restricted Accounts** or in Part 1 of the schedule to any Deed of Accession by which it became party to the Deed and includes

(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and

(b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Secured Liabilities means 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 Chargor to any Finance Party under each Finance Document to which a Chargor is a party, except for any obligation which, if it were so included, would result in this Deed contravening Section 151 of the Companies Act 1985

Security Asset means all assets of each Chargor the subject of any security created by this Deed

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 this 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 this 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 this 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,
- (e) the notarial deed of pledge of shares in Camping in Comfort B V dated on or about the date of this 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 this 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 this 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 this 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 this 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 this 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 this 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

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

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

M395 Continuation

Company number

01674987

Name of company

*insert full name
of Company

* Superbreak Mini-Holidays Limited (the Chargor)

Agent may approve or reasonably require or any other form agreed between the Facility
Agent and the Company



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

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

**COMPANY NO. 1674987
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 9
MAY 2008 AND CREATED BY SUPERBREAK MINI-HOLIDAYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 16 MAY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**