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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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395
COMPANIES HOUSE

CHFP025

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

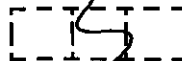
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3292373

Name of company

* Holiday Autos U.K. and Ireland Limited ("the Company")

Date of creation of the charge

21 November 2002

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

Debenture dated 21 November 2002 between the Company and ECI 5 LP ("the Deed")

Amount secured by the mortgage or charge

All moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety) to ECI 5 LP pursuant to the Counter Indemnity Agreement.

"Counter Indemnity Agreement" means the counter indemnity agreement dated on or about 21st November 2002 made between amongst others the Company and ECI 5 LP, as amended, varied, supplemented and/or restated.

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

ECI 5 LP (No. LP 4581) acting by its manager ECI Ventures Limited whose registered office is at:
Brettenham House, Lancaster Place, London

Postcode WC2E 7EN

Presentor's name address and reference (if any):

Addleshaw Booth & Co
25 Cannon Street
London
EC4M 5TB

For official Use
Mortgage Section

Post room



A43
COMPANIES HOUSE

A58D0GFU

0369
03/12/02

Time critical reference

M395 CMN

Short particulars of all the property mortgaged or charged

1. Fixed charges upon:

1.1 all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;

1.2 all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;

1.3 all book debts and other debts both present and future due or owing to the Company;

1.4 all the goodwill and uncalled capital of the Company both present and future;

1.5 all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect

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

Particulars as to commission allowance or discount (note 3)

nil

Signed

Adrian New Bootle \$6

Date

2/12/02

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company Number

3292373

Name of Company

Holiday Autos U.K. and Ireland Limited ("**the Company**")

Limited*

* delete if
inappropriate

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

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

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write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

thereof) both present and future of the Company;

2. Floating charges upon the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge.

3. The Company shall not without the previous written consent of ECI 5 LP:

3.1 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;

3.2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;

3.3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property which would rank in priority to or pari passu with the fixed charges described above except in favour of Bank of Scotland ("**the Bank**");

3.4 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business or in favour of the Bank.

Please complete
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in black type, or
bold block lettering

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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. 03292373

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st NOVEMBER 2002 AND CREATED BY HOLIDAY AUTOS U.K. AND IRELAND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ECI 5 LP 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 3rd DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th DECEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Row