

# M

CHFP025

## 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

175069/39  
x3  
[ 12 ]

03580188

Name of company

\* Leisure Parks (General Partner II) Limited (the "Chargor")

Date of creation of the charge

15 December 2008

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

Security Interest Agreement made between the Chargor acting as general partner of X-Leisure Fund II (1) and the Secured Party (2) (the "Security Interest Agreement")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Deutsche Postbank AG, London Branch  
61 Queen Street, London as agent and security trustee for the Beneficiaries  
(the "Secured Party")

Postcode EC4R 1AF

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

Taylor Wessing LLP  
5 New Street Square  
London  
EC4A 3TW

Ref: RJD/DJM/AGS

Time critical reference

BHF-1-96/SIA LP(GPII)L

For official Use (06/2005)  
Mortgage Section

Post room

TUESDAY



A87

\*APNMD5WM\*

23/12/2008

209

COMPANIES HOUSE

# 395

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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 Taylor Wessing LLP Date 22.12.08

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

## Definitions

**"Acknowledgement"**: means an acknowledgement of receipt of the Notice substantially in the form set out in Schedule 2 of the Security Interest Agreement;

**"Additional Acknowledgement"**: means an acknowledgement of receipt of an Additional Notice substantially in the form set out in Schedule 4 of the Security Interest Agreement or in such other form as the Secured Party may otherwise require;

**"Additional Notice"**: means a notice of possession of certificates of title and assignment of previously unsecured collateral with respect to Additional Securities or Related Rights substantially in the form set out in Schedule 3 of the Security Interest Agreement or in such other form as the Secured Party may otherwise require;

**"Additional Securities"**: means all and any additional securities of the same type or class as the Securities (but excluding the Securities themselves) subscribed for or purchased by the Chargor in the JPUT;

**"Bank"**: means each bank or financial institution which is from time to time a party to the Facility Agreement and their successors, transferees and assigns (together the **"Banks"**);

**"Bankrupt and Bankruptcy"**: include the meanings attributed to those terms by Article 8 of the Interpretation (Jersey) Law 1954 as well as any other state of bankruptcy, insolvent winding up, administration, receivership, administrative receivership, liquidation or similar status under the laws of any relevant jurisdiction;

**"Beneficiaries"**: means each of the Banks, any Hedge Counterparty and the Secured Party;

**"Business Days"**: shall have the meaning given to it in the Facility Agreement but shall exclude a day on which banks are not open for general business in Jersey;

**"Collateral"**: means the Securities, the Additional Securities and the Related Rights;

**"Companies Law"**: means the Companies (Jersey) Law 1991;

**"Completion"**: means the transfer of the Securities from the Secured Party to the Chargor;

**"Declared Default"**: means an Event of Default in respect of which notice has been given to the Chargor;

**"Default Rate"**: means the rate at which default interest is payable under the Facility Agreement;

**"Event of Default"**: means any of the events specified in Clause 9 of the Security Interest Agreement;

**"Facility Agreement"**: means the facility agreement made between inter alios the (1) Trustee in its capacity as trustee of the JPUT, (2) Xscape Milton Keynes Limited, (3) Deutsche Postbank AG, London Branch and Abbey National treasury Services PLC and (4) the Secured Party on 8 September 2008 as amended and restated from time to time;

**"Hedge Counterparty"**: has the same meaning as specified in the Facility Agreement;

**"JPUT"**: means the Xscape Milton Keynes Property Unit Trust, a unit trust established by the Trust Instrument under the laws of Jersey;

**"Notice"**: means a notice of possession of certificates of title and of assignment of the Securities and the Related Rights substantially in the form set out in Schedule 1 of the Security Interest Agreement;

**"Register"**: means the register of members of the JPUT or any other register of title of any part of the Collateral;

**"Related Rights"**: means any dividend, interest or monies paid or payable in relation to any of the Securities or Additional Securities and any accretions, benefits, rights, stocks, shares, securities, money or intangible moveable property accruing or issued to, or offered at any time in relation to any of the Securities or Additional Securities by way of capitalisation, conversion, consolidation, dividend, pre-emption, redemption, sub-division, substitution, exchange, bonus or preference, under option rights, warrant purchase or otherwise and all distributions (whether of a capital or income nature or whether in cash or in specie), interest or other income arising in respect of such assets;

**"Securities"**: means:

(1) the Units;

(2) the Related Rights; and

(3) all the Chargor's right, title and interest to and in all Units and Related Rights;

**"Security Interest"**: means a security interest, mortgage, charge, set-off, pledge, lien or other encumbrance, equity or other right whatsoever which shall take effect in accordance with the law of the jurisdiction in which the relevant asset is situate and without limit to the foregoing shall include an interest in property created pursuant to the provisions of the Law;

**"Security Period"**: means the period beginning on the date of this Security Interest Agreement and ending on the date on which the Secured Party are satisfied that all the Liabilities have been unconditionally and irrevocably paid and discharged in full;

**"Transaction Documents"**: means this Security Interest Agreement and the Facility Agreement and **Transaction Document** means any one such document;

**"Transfer Form"**: means an instrument of transfer, conveyance or assignment in relation to any of the Collateral executed by the Chargor but with the identity of the transferee and the date not completed and in a form which complies with the provisions of the Law, the relevant provisions (if any) of the Trust Instrument of the JPUT and any instrument creating or evidencing title to any Collateral;

**"Trust Instrument"**: means the trust instrument establishing the JPUT on or around 25 June 2004 by the Trustee as amended and restated from time to time;

**"Trustee"**: means Maurant & Co. Trustees Limited of 22 Grenville Street, St Helier, Jersey, Channel Islands, JE4 8PX; and

**"Units"**: means 500,000 class A units and 250,000 class B units in the JPUT.

**Schedule 1**

*Amount secured by the mortgage or charge*

Any and all money, obligations or liabilities due, owing or incurred by the Trustee in its capacity as trustee of the JPUT and/ or by the Chargor (including pursuant to the Security Interest Agreement) to the Secured Party and/ or to the Beneficiaries 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

(the "**Liabilities**").

## **Schedule 2**

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

#### **1. CREATION OF SECURITY AND DELIVERY OF DOCUMENTS**

1.1 The Chargor covenanted to pay or discharge the Liabilities at the times and in the manner provided for in the Transaction Documents.

1.2 With immediate effect upon Completion and to give security to the Secured Party for the payment and discharge of the Liabilities and to the intent that the Secured Party shall have a first ranking Security Interest extending to all the Chargor's right, title and interest, present and future, in and to the Collateral, the Chargor hereby:

- (a) agreed that the Secured Party or such nominee on its behalf as it may from time to time specify shall have possession of all the certificates of title to, and any other documentary evidence of ownership of, the Collateral;
- (b) undertook to deliver forthwith to the Secured Party or to such nominee on behalf of the Secured Party as the Secured Party may from time to time specify:
  - (i) all certificates of title to, and any other documentary evidence of ownership of, the Collateral (or procure, where possible, that such certificates of title are issued forthwith and delivered forthwith to the Secured Party); and
  - (ii) a completed Transfer Form for each class or type of Collateral or other instruments sufficient to enable the Secured Party or its nominee(s) to be registered as the owners of, or otherwise obtain legal title to, the Collateral;
- (c) undertook, within two Business Days of:
  - (i) each occasion on which the Secured Party and the Chargor agree that any securities shall become Additional Securities; or
  - (ii) the acquisition by the Chargor of any Additional Securities or Related Rights,

to deliver or pay to, or deposit with, the Secured Party or procure the delivery or payments to, or depositing with, the Secured Party of:

- (A) all and any renounceable certificates, letters of allotment, certificates of title and other documentary evidence of ownership in relation to such Additional Securities or Related Rights (or procure, where possible, that the same are issued forthwith and delivered to the Secured Party);
- (B) a completed Transfer Form for each class or type of such Additional Securities or Related Rights or other instruments sufficient to enable the Secured Party or its nominee(s) to be registered as the owners or otherwise obtain legal title to the Additional Securities or the Related Rights;
- (C) and delivery of the same to the Secured Party shall be deemed to be agreement by the Chargor that any such securities are

Additional Securities;

- (d) assigned and agreed to assign to the Secured Party all its right, title and interest and benefit present and future in and to the Securities and all its right, title and interest and benefit present and future in and to the Related Rights (excluding for this purpose a Related Right the assignment of which may cause the Secured Party to incur an obligation or liability to any person including the JPUT which it would not otherwise incur);
  - (e) assigned and agreed to assign to the Secured Party:
    - (i) all securities (excluding for this purpose a security the assignment of which may cause the Secured Party to incur an obligation or liability to any person including the JPUT which it would not otherwise incur) which the Secured Party and/or the Chargor agree shall become Additional Securities; and
    - (ii) any Additional Securities or Related Rights acquired by the Chargor (excluding for this purpose any Additional Securities or Related Rights the assignment of which may cause the Secured Party to incur an obligation or liability to any person including the JPUT which it would not otherwise incur);
  - (f) undertook to deposit forthwith with the Secured Party a Notice duly completed and executed (but undated) and covenants to procure that the JPUT executes and delivers a duly completed Acknowledgment with respect to such Notice when required to do so by the Secured Party;
  - (g) undertook to deposit forthwith with the Secured Party such Additional Notices duly completed and executed (but undated) as may be required by the Secured Party and covenant to procure that the JPUT executes and delivers duly completed Additional Acknowledgements when required to do so by the Secured Party; and
  - (h) agreed that insofar as all or any part of the Collateral is situate or held outside Jersey this Security Interest Agreement shall take effect as a first ranking Security Interest under the laws of the jurisdiction in which all or such part of the Collateral is situate or held.
- 1.3 Notwithstanding any other provision of the Security Interest Agreement, the Chargor shall at all times and in all circumstances be liable for any and all obligations and liabilities relating to the Collateral and none of them shall at any time or in any circumstance be or become an obligation or liability of the Secured Party without its express consent in writing.
- 1.4 The Secured Party may at any time following a Declared Default which is a continuing Default date and complete all or any of the Transfer Forms referred to above and cause or require that it or its nominees (as specified in the Transfer Forms) be entered on the Register as holder of the relevant Collateral.
- 1.5 It is agreed between the Secured Party and the Chargor that the obligations and liabilities owed by the Chargor pursuant to the provisions of this Agreement shall be limited to the aggregate proceeds of the Collateral actually received by the Secured Party as a result of the exercise by the Secured Party of a power of sale pursuant to this Agreement and that the Secured Party shall have no other recourse to the Chargor in respect of the obligations and liabilities owed by the Chargor pursuant to the provisions of the Security Interest Agreement.

## **2. THE CHARGOR'S UNDERTAKINGS**

2.1 The Chargor gives the undertakings set out in this Clause 5 of the Security Interest Agreement to the Secured Party and these shall remain in force throughout the Security Period.

2.2 The Chargor will not take or permit the taking of any action which may result in:

- (a) the amendment or replacement of the Trust Instrument of the JPUT to the extent that such amendment or replacement would materially adversely affect the interests of the Secured Party;
- (b) any rights attaching to any of the Collateral being altered; or
- (c) any further Units in the JPUT being issued without them being charged to the Secured Party,

without the prior written consent of the Secured Party (which the Secured Party may give or withhold in its sole and absolute discretion and, if it gives it, on such terms as it shall in its sole and absolute discretion think fit).

2.3 The Chargor will not (unless required by the terms of this Security Interest Agreement) without the prior consent in writing of the Secured Party (which the Secured Party may give or withhold in its sole and absolute discretion and, if it gives it, on such terms as it shall in its sole and absolute discretion think fit):

- (a) assign, transfer, surrender, sell, redeem or otherwise dispose of or deal with the Collateral or any interest therein or agree or purport to do or permit any such thing;
- (b) have subsisting or create any other Security Interest whatever applying to or affecting the Collateral or permit the same to occur; or
- (c) do or cause or permit to be done anything which may in any way adversely affect the Secured Party's security under this Security Interest Agreement.

2.4 Without prejudice to the foregoing (including in particular the representation in Clause 4.6 of the Security Interest Agreement of the that the Securities are fully paid), the Chargor undertakes to pay all calls or other payments which may be or become due in respect of the Collateral or any part thereof and if it fails to do so the Secured Party may elect, but shall be under no obligation, to make such payments on behalf of the Chargor and any sums so paid by the Secured Party shall be repayable by the Chargor to the Secured Party on demand together with interest at the Default Rate from the date of such payment by the Secured Party and pending such repayment shall form part of the Liabilities.

2.5 The Chargor undertakes to ensure that any certificates of title to the Additional Securities and the Related Rights delivered pursuant to Clause 2 of the Security Interest Agreement are the only certificates of title to the same.

2.6 The Chargor undertakes to remain liable to observe and perform all of the other conditions and obligations assumed by the Chargor in respect of the Collateral.

2.7 The Chargor undertakes at all times to comply with the terms (express or implied) of this Security Interest Agreement and of all contracts relating to the Liabilities.



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

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

**COMPANY NO. 3580188  
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 15 DECEMBER 2008 AND CREATED BY  
LEISURE PARKS (GENERAL PARTNER II) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
THE TRUSTEE IN ITS CAPACITY AS TRUSTEE OF THE JPUT  
AND/OR THE COMPANY TO DEUTSCHE POSTBANK AG AS  
AGENT AND SECURITY TRUSTEE FOR THE BENEFICIARIES  
(THE SECURED PARTY) AND/OR THE BENEFICIARIES 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 23 DECEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES