

MG01

Particulars of a mortgage or charge

280225/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scot
company. To do this, please use
form MG01s

WE TUESDAY



R152TL5M

RCS

20/03/2012

#324

COMPANIES HOUSE
K14N1PH/

RCS

14/03/2012

#352

COMPANIES HOUSE

1

Company details

Company number

0 4 0 6 6 2 0 0

Company name in full

Carp (UK) 3 Limited (the **Obligor**)

For official use

80

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

28 02 2012

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

The borrower deed of charge dated 28 February 2012 entered into by CP Opco, CP Elveden
Propco, CP Sherwood Propco, CP Whinfell Propco, Longleat Propco, The Companies listed in
Schedule 3 hereto and the Borrower Security Trustee (the **Borrower Deed of Charge**)

The capitalised terms used in this Form MG01 and not otherwise defined have the meaning given
in Schedule 6 hereto

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or
contingent) of each Obligor to any Borrower Secured Creditor under
each Borrower Transaction Document (the **Borrower Secured
Liabilities**)

The capitalised terms used in this Form MG01 and not otherwise
defined have the meaning given in Schedule 6 hereto

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name HSBC Corporate Trustee Compny (UK) Limited (the **Borrower Security Trustee**)

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

SCHEDULE 1

PARTIES TO THE BORROWER DEED OF CHARGE

- (1) **CENTER PARCS (OPERATING COMPANY) LIMITED**, a company incorporated in England and Wales with registered number 4379585 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP (**CP Opco**),
- (2) **CP ELVEDEN VILLAGE LIMITED**, a company incorporated in England and Wales with registered number 07656450 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP (**CP Elveden Propco**),
- (3) **CP SHERWOOD VILLAGE LIMITED**, a company incorporated in England and Wales with registered number 07647072 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP (**CP Sherwood Propco**),
- (4) **CP WHINFELL VILLAGE LIMITED**, a company incorporated in England and Wales with registered number 07656392 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP (**CP Whinfell Propco**),
- (5) **LONGLEAT PROPERTY LIMITED**, a company incorporated in England and Wales with registered number 04379589 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP (**Longleat Propco**),
- (6) **THE COMPANIES** listed in Schedule 3 (Other Chargors) hereto (together with CP Opco, CP Elveden Propco, CP Sherwood Propco, Longleat Propco and CP Whinfell Propco, the **Chargors**), and
- (7) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** in its capacity as Borrower Security Trustee for itself and each of the Borrower Secured Creditors under the Borrower Security Documents (the **Borrower Security Trustee**)

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1 1 General

- (a) All Security Interests granted or to be granted under or pursuant to the Borrower Deed of Charge are
 - (i) created in favour of the Borrower Security Trustee, and that, for itself and on behalf of the Borrower Secured Creditors,
 - (ii) created over all present and future assets of each Chargor of whatever type and wherever located,
 - (iii) continuing security for the payment and discharge of all the Borrower Secured Liabilities, and
 - (iv) made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If a Chargor is required to assign or charge or otherwise secure a contract or any Property under the Borrower Deed of Charge and the assignment or charge or other security would contravene a prohibition in a contract or a lease with a third party
 - (i) the assignment or charge or other security will not take effect until the consent of that third party has been obtained, and
 - (ii) such Chargor must use reasonable endeavours lawfully available to it to obtain the consent of the relevant party to that contract being secured under the Borrower Deed of Charge or otherwise to avoid or mitigate the constraints on the provision of Security
- (c) The Borrower Security Trustee holds the benefit of the Borrower Deed of Charge on trust for the Borrower Secured Creditors upon and subject to the provisions of the Intercreditor Agreement
- (d) The fact that no or incomplete details of any Borrower Security Asset are inserted in Schedule 4 (Borrower Security Assets) hereto, does not affect the validity or enforceability of the Borrower Security granted under the Borrower Deed of Charge

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

1.2 Real Property

- (a) Each Chargor charged in favour of the Borrower Security Trustee
- (i) (subject to paragraph (b) below), by way of a first legal mortgage all of its right, title, interest and benefit, present any future (if any), in the Real Property specified in Part 1 (Property) of Schedule 4 (Borrower Security Assets) hereto, and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of first fixed charge all of its right, title, interest and benefit, present any future (if any), in any Real Property owned by it
- (b) For as long as the Security Interest granted by Center Parcs Limited over its legal interest in the Head Office pursuant to the Head Office Mortgage remains in force, the Security Interest granted by Center Parcs Limited over its legal interest in the Head Office in favour of the Borrower Secured Creditors pursuant to the Borrower Deed of Charge will rank behind the Security Interest granted pursuant to the Head Office Mortgage (but will be first ranking upon release of the Security Interest granted pursuant to the Head Office Mortgage)

1.3 Shares

Each Chargor charged in favour of the Borrower Security Trustee

- (a) by way of a first legal mortgage its interest in all the Shares (other than in itself), including, without limitation, the Shares of such Chargor specified as being held by it in Part 4 (Shares) of Schedule 4 (Borrower Security Assets) hereto, and any other shares forming part of the Investments, and
- (b) (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above) by way of a first fixed charge its interest in the Shares and the Investments

1.4 Bank accounts and book debts

Each Chargor charged in favour of the Borrower Security Trustee by way of first fixed charge all of its rights, title and interest from time to time in and to

- (a) the Obligor Accounts and all or any other all current, deposit or other accounts (including but not limited to any related custody accounts) with any bank or financial institution in which it now or in the future has an interest, including without limitation, the Designated Accounts (as more particularly specified in Part 3 (Bank Accounts) of Schedule 4 (Borrower

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Security Assets) hereto, and (to the extent of its interest) all balances now or at any time hereafter standing to the credit of or accrued or accruing on any such account (including without limitation the Designated Accounts) the debts represented by them together with all rights relating or attached thereto (including the right to interest), and

- (b) all book and other debts of any nature, and all other monies and liabilities whatsoever for the time being due, owing or payable to it (including the benefit of any judgment, order or decree to pay a sum of money) and the benefit of any Security Interest and securities for the time being held by it in respect of any such debts or moneys and all bills of exchange, promissory notes and negotiable instruments, rights, Security Interests, guarantees and indemnities of any description at any time owned or held by it (excluding the Designated Accounts)

1.5 Contractual rights

- (a) Each Chargor, assigned by way of first fixed security, absolutely and unconditionally, (and to the extent that they are not effectively assigned under this Clause 1.5 (a), charged by way of first fixed charge) to the Borrower Security Trustee, all of its rights, title, interest and benefit, present and future, in, to and under any Borrower Transaction Document to which such Chargor is or becomes a party including (without limitation)
 - (i) the Class A Issuer/Borrower Loan Agreement,
 - (ii) the Class B Issuer/Borrower Loan Agreement,
 - (iii) the Working Capital Facility Agreement,
 - (iv) the Borrower Account Bank Agreement,
 - (v) the Tax Deed of Covenant,
 - (vi) the Intercreditor Agreement, and
 - (vii) any other documents designated as such in writing by the Obligor Group Agent and the Borrower Security Trustee,

including all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

1.6 Insurance

- (a) Each Chargor assigned by way of security absolutely and unconditionally to the Borrower Security Trustee, all rights, title, interest and benefit, present and future, in and to all of its Insurances (other than the Relevant Insurances), and
- (b) (To the extent that they are not effectively assigned under paragraph (a) above) each Chargor charged by way of first fixed charge all of its right, title, interest and benefit, present any future (if any), in any Insurances (other than the Relevant Insurances)

1.7 Investments

To the extent not the subject of a mortgage under Clause 1 3 (Shares) above, each Chargor charged in favour of the Borrower Security Trustee by way of a first fixed charge all of its rights in respect of

- (a) the Investments made or purchased from time to time by or on behalf of it (whether owned by it or held by any nominee on its behalf), and
- (b) all interest, moneys and proceeds paid or payable in relation to those Investments

1.8 Intellectual Property

Each Chargor charged by way of a first fixed charge in favour of the Borrower Security Trustee, all of its rights, title, interest and benefit, present and future, in and to all of its Intellectual Property Rights

1.9 Miscellaneous

Each Chargor charged by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund (excluding any asset required to meet the liabilities to the beneficiaries of such pension fund) on any winding up of such pension fund,
- (b) its goodwill including future goodwill,
- (c) the benefit of any statutory licences, consents and authorisations held in connection with its business,
- (d) its right to recover and receive compensation which may be payable to it in respect of any licence, consent or authorisation referred to in paragraph (c) above,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

- (e) its uncalled capital including future uncalled capital, and
- (f) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights

1.10 Floating charge

- (a) Each Chargor charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Borrower Deed of Charge
- (b) Except as provided in paragraph (c) below, the Borrower Security Trustee may by notice to a Chargor convert the floating charge created by such Chargor under the Borrower Deed of Charge into a fixed charge as regards any of such Chargor's assets specified in that notice, if
 - (i) a Loan Event of Default has occurred,
 - (ii) the Borrower Security Trustee acting in good faith reasonably considers any asset 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, or
 - (iii) the Borrower Security Trustee considers that such conversion is desirable in order to protect the value of the charged assets or the priority of the Borrower Transaction Security
- (c) The floating charge created under the Borrower Deed of Charge may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium
 - (iii) under section 1A of the Insolvency Act 1986
- (d) The floating charge created under the Borrower Deed of Charge will (in addition to the circumstances which the same will occur under general law) automatically convert into a fixed charge over all of each Chargor's assets not already subject to an effective fixed charge if an administrator is appointed or the Borrower Security Trustee receives notice of an intention to appoint an administrator
- (e) The floating charge created under the Borrower Deed of Charge is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

(f) The giving by the Borrower Security Trustee of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Borrower Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Borrower Secured Creditor under the Borrower Deed of Charge or any other Borrower Transaction Documents

(g) Any floating charge which has crystallised under paragraphs (b) or (d) above may by notice in writing given at any time by the Borrower Security Trustee (acting on the Direction of the Borrower Secured Creditors) to the relevant Chargor be reconverted into a floating charge under this Clause 1 10 (Floating charge) in relation to the assets, rights and property specified in such notice

1.11 Notice of assignment and acknowledgement

The parties acknowledge and affirm the provisions of clause 12 2 (Notice of assignment and acknowledgment – Borrower level) of the Intercreditor Agreement which provide, *inter alia*, that the execution of the Intercreditor Agreement by the Chargors and the Borrower Security Trustee is deemed to constitute written notice to each of the Borrower Secured Creditors of the assignment, by the Borrowers to the Borrower Security Trustee under the Borrower Deed of Charge, of the Chargors' rights, titles, interests and benefits, present and future (if any) in, to, under or in respect of the Borrower Transaction Documents

1 12 Declaration of trust

The Borrower Security Trustee acknowledged and affirmed the declaration of trust by the Borrower Security Trustee pursuant to clause 13 (Trust for the Borrower Secured Creditors) of the Intercreditor Agreement in favour of the Borrower Secured Creditors in respect of the Borrower Security and the Chargors' covenant to pay pursuant to Clause 17 1 (Covenant to pay) of the Borrower Deed of Charge, pursuant to which each Chargor covenants and undertakes to punctually pay or discharge, without deduction, set-off or counterclaim (unless expressly provided otherwise in the Intercreditor Agreement), all of the Borrower Secured Liabilities in the manner provided for in the Borrower Transaction Documents

2 RESTRICTIONS ON DEALINGS

Each Chargor may not

(a) create or permit to subsist any Security on any Borrower Security Asset,
or

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

- (b) assign, charge, sell, transfer, licence, lease or otherwise dispose of all or any part of its rights, title and interest in and to any Borrower Security Asset,

except as expressly permitted or not otherwise prohibited under the Borrower Transaction Documents

3. FURTHER ASSURANCES

Each Chargor acknowledged and affirmed the terms and conditions set out in clause 12 11 (Further assurance Borrower Security) of the Intercreditor Agreement

12 11 Further assurance: Borrower Security

Each Obligor covenants with and undertakes to the Borrower Security Trustee from time to time (notwithstanding that the Borrower Security Trustee may not have served a demand for payment of the relevant Borrower Secured Liabilities) upon demand to execute, at the cost of each Obligor, any document or do any act or thing (other than any amendment hereto) which

- (a) the Borrower Security Trustee or any Receiver may specify with a view to registering or perfecting any charge or security created or intended to be created by or pursuant to the Borrower Security Documents (including the perfecting of the conversion of any floating charge to a fixed charge pursuant to Clause 2 10 (*Floating Charge*) of the Borrower Deed of Charge to the extent necessary to ensure the validity or enforceability of such charge or security,
- (b) the Borrower Security Trustee or any Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers or the realisation of any of the Borrower Secured Property,
- (c) the Borrower Security Trustee or any Receiver may specify with a view to giving effect to or protecting the Security Interests created or intended to be created by or pursuant to the Borrower Security Documents, or
- (d) the Borrower Security Trustee or any Receiver may specify with a view to protecting the Borrower Security

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

SCHEDULE 3

OTHER CHARGORS

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
UK Parcs Holding S à r l	Luxembourg	B115294
Center Parcs (Holdings 1) Limited	England and Wales	07656429
Center Parcs (Holdings 2) Limited	England and Wales	07656407
Center Parcs (Holdings 3) Limited	England and Wales	07647130
Center Parcs (UK) Group Limited	England and Wales	04974661
Center Parcs (Jersey) 1 Limited	Jersey	83483
Center Parcs Spa Division Holdings Limited	England and Wales	05268258
Center Parcs (Block) 1 Limited	England and Wales	04788198
Center Parcs (Block) 2 Limited	England and Wales	04788189
Forest Holdco Limited	England and Wales	05724101
Forest Midco Limited	England and Wales	05724326
Forest Bidco Limited	England and Wales	05724323
Forest Refico Limited	England and Wales	05994320
SPV 1 Limited	England and Wales	07620907
SPV 2 Limited	England and Wales	07620891

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
CP Comet Holdings Limited	England and Wales	05781362
CP Comet Bidco Limited	England and Wales	05779555
Comet Refico Limited	England and Wales	05994315
Sun CP Newtopco Limited	England and Wales	05456406
Sun CP Newmidco Limited	England and Wales	05456337
CP (Oasis Property) Limited	England and Wales	04379582
Elveden Property Limited	England and Wales	04379580
CP (Sherwood Property) Limited	England and Wales	04380180
Carp (CP) Limited	England and Wales	04246739
Carp (E)	England and Wales	04074184
Carp (H) Limited	England and Wales	04246719
Carp (Jersey) 2 Limited	Jersey	83484
Carp (L) Limited	England and Wales	03920523
Carp (NW) Limited	England and Wales	04259182
Carp (O) Limited	England and Wales	04246938
Carp (S) Limited	England and Wales	04074263
Carp (UK) 1 Limited	England and Wales	04007584
Carp (UK) 2 Limited	England and Wales	04066196
Carp (UK) 3 Limited	England and Wales	04066200
Carp (UK) 3A Limited	England and Wales	04246811
Center Parcs Card	England and Wales	04379577

MG01 - continuation page
Particulars of a mortgage or charge

6

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Short particulars

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
Services Limited		
Center Parcs Energy Services Limited	England and Wales	04969332
Center Parcs Limited	England and Wales	01908230
Center Parcs (Nominees) Limited	England and Wales	02250261
Centrepark Limited	England and Wales	01917936
CP Longleat Village Limited	England and Wales	07656396
Sun CP Asset Management Limited	England and Wales	04467129
Sun CP Midco Limited	England and Wales	04467104
Sun CP Properties Limited	England and Wales	04467230
Sun CP Topco Limited	England and Wales	04466962

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

SCHEDULE 4

BORROWER SECURITY ASSETS

PART 1

PROPERTY

Property Description	Tenure (Lease / Freehold)	Title Number
Headlease/Freehold interests owned by the Propcos		
Whinfell		
The leasehold property at and known as Whinfell Forest, Brougham CA10 2DW	Leasehold	CU116467
The leasehold property at and known as 1 & 2 Sawmill Cottages, Whinfell, Brougham	Leasehold	CU129403
The freehold property at and known as South Whinfell Farm, Melkinthorpe, Penrith	Freehold	CU116564
Elveden		
The leasehold property at and known as Elveden Forest Holiday Parc, Warren Road, Elveden	Leasehold	SK209974
Sherwood		
The leasehold property at and known as Sherwood Forest Holiday Parc on the west side of Old Rufford Road, Rufford, Nottinghamshire	Leasehold	NT354707
Longleat		
The leasehold property at and known as Center Parcs Holiday Village,	Leasehold	WT190379

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Property Description

Tenure (Lease / Freehold)

Title Number

Horningsham Road, Longleat,
Warminster, Wiltshire BA12 7PU

The leasehold property at and known as
Center Parcs Holiday Village,
Horningsham Road, Longleat,
Warminster, Wiltshire BA12 7PU

The leasehold property at and known as
Aucombe House, Longleat, Maiden
Bradley, Warminster, Wiltshire BA12 7JN

The leasehold property at and known as
Aucombe House, Longleat, Maiden
Bradley, Warminster, Wiltshire BA12 7JN

The leasehold property at and known as
Keepers Cottage, Center Parcs,
Longleat, Warminster, Wiltshire

**Opco leasehold interests owned by
CP Opco [new leases to be granted at
closing]**

Whinfell

The leasehold property at and known as
Whinfell Forest Holiday Village as the
same is comprised in a lease dated 28
February 2012 and made between CP
Whinfell Village Limited and Center
Parcs (Operating Company) Limited for a
term of 35 years from 28 February 2012

Elveden

The leasehold property at and known as
Elveden Forest Holiday Village as the
same is comprised in a lease dated 28
February 2012 and made between CP
Elveden Village Limited and Center
Parcs (Operating Company) Limited for a
term of 35 years from 28 February 2012

Leasehold

WT120995

Leasehold

WT196071

Leasehold

WT196070

Leasehold

WT283304

Leasehold

[●]

Leasehold

[●]

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

Property Description

Tenure (Lease / Freehold)

Title Number

Sherwood

The leasehold property at and known as Sherwood Forest Holiday Parc as the same is comprised in a lease dated 28 February 2012 and made between CP Sherwood Village Limited and Center Parcs (Operating Company) Limited for a term of 35 years from 28 February 2012

Leasehold

[●]

Longleat

The leasehold property at and known as Center Parcs Holiday Village and Aucombe House as the same is comprised in a lease dated 30 October 2002 and made between Longleat Property Limited and Carp (L) Limited (formerly known as Center Parcs Longleat Limited) for a term of 15 years and 2 weeks from 30 October 2002 as the same is registered at the Land Registry

Leasehold

WT256195

MG01 - continuation page
Particulars of a mortgage or charge

6

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Short particulars

PART 2

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

TRADEMARK REGISTER

MARK/TE XT	TYP E	TM NUMBER	OWNER	CLASSES	REGISTERE D	RENEWAL
Click the Cricket	CTM	3395829	Center Parcs (Operating Company) Limited	16, 18, 21, 25, 28, 39, 41, 43	20/08/2006	15/10/2013
Dizzy the Dragonfly	CTM	3348737	Center Parcs (Operating Company) Limited	16, 18, 21, 25, 28, 39, 41, 43	29/11/2004	12/09/2013
Hugo's Restaurant & Bar	CTM	3343894	Center Parcs (Operating Company) Limited	39, 41, 43	13/10/2004	10/09/2013
Robbie the Ranger	CTM	3251675	Center Parcs (Operating Company) Limited	41	03/08/2004	09/07/2013
Huck's	CTM	3123353	Center Parcs (Operating Company) Limited	25, 39, 41, 43	30/03/2004	07/04/2013
Ritual	CTM	3023553	Center Parcs (Operating Company) Limited	25, 35, 41, 43, 44	29/09/2004	06/01/2013

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

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Refresh	CTM	2831121	Center Parcs Limited	16, 25, 35, 39, 41, 43	19/03/2004	27/08/2012
Rock Legends	CTM	2527927	Center Parcs (Operating Company) Limited	25, 39, 41, 43	27/03/2003	08/01/2012
V The Venue	CTM	2361699	Center Parcs Limited	32, 33, 35, 41, 42	11/03/2003	31/08/2011
The Conservato ry	CTM	2361053	Center Parcs Limited	41, 42	31/01/2003	31/08/2011
Virtual Zone	CTM	2360147	Center Parcs Limited	16, 18, 21, 25, 28, 41, 42	20/02/2003	31/08/2011
Oasis	CTM	749028	Center Parcs (Operating Company) Limited	41, 42	24/09/1999	11/02/2018
OASIS	WO	1283940	Center Parcs (Operating Company) Limited	42	01/10/1986	01/10/2017
Center Parcs	DW	1291562	Center Parcs (Operating Company) Limited	41	31/10/1986	31/10/2017
Center Parcs	DW	1291563	Center Parcs	42	31/10/1986	31/10/2017

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

MARK/TE XT	TYP E	TM NUMBER	OWNER (Operating Company) Limited	CLASSES	REGISTERE D	RENEWAL
Aqua Sana	DW	1333135	Center Parcs (Operating Company) Limited	43, 44	26/01/1988	26/01/2015
CENTER PARCS	DW	1348983	Center Parcs (Operating Company) Limited	39, 41, 43, 44	22/06/1988	22/06/2015
Center Parcs	DW	1356919	Center Parcs (Operating Company) Limited	04, 06, 08, 14, 16, 18, 21, 24, 25,26, 28, 29, 30, 31	03/09/1988	03/09/2015
OASIS	WO	1481971	Center Parcs (Operating Company) Limited	42	07/11/1991	07/11/2018
CENTER PARC	WO	1484081	Center Parcs (Operating Company) Limited	42	22/11/1991	22/11/2018
OASIS	WO	1508066	Center Parcs (Operating Company) Limited	41	28/07/1992	28/07/2019
TREEHOU SE	WO	1511048	Center Parcs (Operating	29	29/08/1992	29/08/2019

MG01 - continuation page

Particulars of a mortgage or charge

6

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Short particulars

MARK/TE XT	TYP E	TM NUMBER	OWNER	CLASSES	REGISTERE D	RENEWAL
			Company) Limited			
FITNESS MOTIVATI ON	WO	2004912	Center Parcs (Operating Company) Limited	25, 39, 41, 42	08/12/1994	08/12/2014
THE COUNTRY CLUB IN THE FOREST	WO	2049312	Center Parcs (Operating Company) Limited	39, 41, 42	21/12/1995	21/12/2015
CenterParc s	DW	2105539	Center Parcs (Operating Company) Limited	25	16/07/1996	16/07/2016
AQUA SANA	WO	2155548	Center Parcs (Operating Company) Limited	03, 41, 43, 44	15/01/1998	15/01/2018
CRISPINS	WO	2155554	Center Parcs (Operating Company) Limited	29, 30, 32, 43	15/01/1998	15/01/2018
SPORTIQ UE	WO	2155600	Center Parcs (Operating Company) Limited	25	15/01/1998	15/01/2018
LA SAPINIER E	WO	2168962	Center Parcs (Operating Company)	32, 33, 43	09/06/1998	09/06/2018

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

MARK/TE XT	TYP E	TM NUMBER	OWNER	CLASSES	REGISTERE D	RENEWAL
			Limited			
OASIS – NOWHER E COMES CLOSE	WO	2173506	Center Parcs (Operating Company) Limited	41, 42	30/07/1998	30/07/2018
FLOWER POWER Center Parcs	DW	2178619A	Center Parcs (Operating Company) Limited	16, 25	01/10/1998	01/10/2018
TREE HOUSE	WO	2183628A	Center Parcs (Operating Company) Limited	14, 16, 18, 25, 26, 28, 30	03/12/1998	03/12/2018
CENTER PARCS SELECT	WO	2225361	Center Parcs (Operating Company) Limited	09, 35	10/03/2000	10/03/2020
CENTER PARCS	WO	2374259	Center Parcs (Operating Company) Limited	39, 41, 43, 44	01/04/1996	01/04/2016
Action Challenge	WO	2430378	Center Parcs (Operating Company) Limited	41	18/08/2006	18/08/2016
JARDIN DES SPORTS	DW	2586927	Center Parcs (Operating Company) Limited	41	07/07/2011	07/07/2021

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

MARK/TE XT	TYP E	TM NUMBER	OWNER	CLASSES	REGISTERE D	RENEWAL
RAJINDA PRADESH	WO	2586930	Center Parcs (Operating Company) Limited	43	07/07/2011	07/07/2021
PARCMAR KET	CTM	10106541	Center Parcs (Operating Company) Limited	35	07/07/2011	07/07/2021
SPORTS CAFÉ	CTM	10106417	Center Parcs (Operating Company) Limited	43	07/07/2011	07/07/2021
THE PANCAKE HOUSE	CTM	10106284	Center Parcs (Operating Company) Limited	43	07/07/2011	07/07/2021
THE LAKESIDE INN	DW	2586931	Center Parcs (Operating Company) Limited	43	07/07/2011	07/07/2021
THE STORE ROOM	DW	2586224	Center Parcs (Operating Company) Limited	35	30/06/2011	30/06/2021

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 3

BANK ACCOUNTS

Account name	Account number	Sort code	Borrower Account Bank
Cash Accumulation Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc
Maintenance Capex Reserve Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc
Investment Capex Reserve Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc
Defeasance Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc
Disposal Proceeds Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc
Tax Reserve Account	[Removed due to confidentiality purposes]	[Removed due to confidentiality purposes]	The Royal Bank of Scotland plc

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 4

SHARES

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
Center Parcs (Operating Company) Limited 04379585	Center Parcs (Jersey) 1 Limited	Ordinary shares of £0 0000026 each	38,490,321
Center Parcs (Holdings 2) Limited 07656407	Center Parcs (Holdings 1) Limited	Ordinary shares of £1 each	1
Center Parcs (Holdings 3) Limited 07647130	Center Parcs (Holdings 3) Limited	Ordinary shares of £1 each	1
CP Whinfell Village Limited 07656392	Center Parcs (Holdings 3) Limited	Ordinary shares of £1 each	1
CP Elveden Village Limited 07656450	Center Parcs (Holdings 3) Limited	Ordinary shares of £1 each	1
CP Sherwood Village Limited 07647072	Center Parcs (Holdings 3) Limited	Ordinary shares of £1 each	1

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
CP Longleat Village Limited 07656396	Center Parcs (Holdings 3) Limited	Ordinary shares of £1 each	1
SPV1 Limited 07620907	CP Cayman Limited Holdings LP	Ordinary shares of £1 each	1
SPV2 Limited 07620891	SPV1 Limited	Ordinary shares of £1 each	1
Forest Holdco Limited 05724101	Forest Cayco Limited	Ordinary shares of £1 each	20,000,000
Forest Midco Limited 05724326	Forest Holdco Limited	Ordinary shares of £1 each	20,000,000
Forest Bidco Limited 05724323	Forest Midco Limited	Ordinary shares of £0 000005 each	20,000,000
Forest Refico Limited 05994320	Forest Bidco Limited	Ordinary shares of £1 each	27,687,301
Center Parcs (UK) Group Limited 04974661	Forest Refico Limited	Ordinary shares of £0 00000039 each	255,950,610
CP Comet Holdings Limited 05781362	CP Cayman Limited	Ordinary shares of £1 each	10,000

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
CP Comet Bidco Limited 05779555	CP Comet Holdings Limited	Ordinary shares of £0 00001 each	10,001,000
Comet Refico Limited 05994315	CP Comet Bidco Limited	Ordinary shares of £0 00000151 each	66,055,566
Sun CP Newtopco Limited 05456406	Comet Refico Limited	Ordinary shares of £0 0000010 each	102,430,287
Sun CP Newmidco Limited 05456337	Sun CP Newtopco Limited	Ordinary shares of £0 00000082 each	121,810,116
CP (Oasis Property) Limited 04379582	Sun CP Newmidco Limited	Ordinary shares of £0 00000002 each	65,387,555
Elveden Property Limited 04379580	Sun CP Newmidco Limited	Ordinary shares of £0 00000001 each	73,039,717
CP (Sherwood Property) Limited 04380180	Sun CP Newmidco Limited	Ordinary shares of £0 00000001 each	79,055,276
Longleat Property Limited 04379589	Sun CP Newmidco Limited	Ordinary shares of £0 000000017 each	56,117,788

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
Sun CP Topco Limited 04466962	Sun CP Newmidco Limited	Ordinary shares of £1 each	51,558,606
Carp (E) 04074184	(a) Carp (O) Limited (b) Carp (UK) 3A Limited	Ordinary shares of £1 each	(a) 1 (b) 1
Carp (S) Limited 04074263	(a) Carp (L) Limited (b) Carp (UK) 3 Limited	Ordinary shares of £1 each	(a) 1 (b) 91,392,558
Center Parcs Spa Division Holdings Limited 05268258	Center Parcs (UK) Group Limited	Ordinary shares of £1 each	800,000
Center Parcs (Block) 1 Limited 04788198	Center Parcs (Jersey) 1 Limited	Ordinary shares of £1 each	10,000
Center Parcs (Block) 2 Limited 04788189	Center Parcs (Jersey) 1 Limited	Ordinary shares of £1 each	10,000
Center Parcs Energy Services Limited 04969332	Center Parcs Limited	Ordinary shares of £1 each	350,000
Center Parcs Limited 01908230	Center Parcs (Operating Company) Limited	Ordinary shares of £1 each	5,500,000

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
Center Parcs (Nominees) Limited 02250261	(a) Center Parcs Limited and Management (b) Center Parcs Limited	Ordinary shares of £1 each	(a) 1 (b) 249
Center Parcs Card Services Limited 04379577	Center Parcs Limited	Ordinary shares of £1 each	1
Centrepark Limited 01917936	Center Parcs Limited	Ordinary shares of £1 each	249
Sun CP Asset Management Limited 04467129	(a) Sun CP Newmidco Limited (b) Sun Cp Topco Limited	Ordinary shares of £1 each	(a) 1 (b) 1
Sun CP Midco Limited 04467104	(a) Sun CP Newmidco Limited (b) Sun CP Topco Limited	Ordinary shares of £1 each	(a) 1 (b) 51,751,044
Sun CP Properties Limited 04467230	(a) Sun CP Newmidco Limited (b) Sun CP Midco Limited	Ordinary shares of £1 each	(a) 1 (b) 19,293,776
Carp (H) Limited 04246719	Carp (Jersey) 2 Limited	Ordinary shares of £1 each	8,199,332

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Name and Company number of Company in which shares are held	Shareholder	Class of shares held	Number of shares held
Carp (CP) Limited 04246739	Carp (H) Limited	Ordinary shares of £1 each	17,079,773
Carp (UK) 1 Limited 04007584	Carp (CP) Limited	Ordinary shares of £1 each	575,200
Carp (UK) 2 Limited 04066196	(a) Carp (UK) 1 Limited (b) Sun CP Newmidco Limited	Ordinary shares of £1 each	(a) 9,980,000 (b) 1
Carp (UK) 3 Limited 04066200	(a) Carp (UK) 2 Limited (b) Sun CP Newmidco Limited	Ordinary shares of £1 each	(a) 9,988,000 (b) 1
Carp (UK) 3A Limited 04246811	Carp (UK) 3 Limited	Ordinary shares of £1 each	1
Carp (O) Limited 04246938	Carp (UK) 3 Limited	Ordinary shares of £1 each	1
Carp (NW) Limited 04259182	(a) Carp (O) Limited (b) Carp (UK) 3A Limited	Ordinary shares of £1 each	(a) 1 (b) 1
Carp (L) Limited 03920523	Carp (UK) 3 Limited	Ordinary shares of £1 each	5,642,320

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

SCHEDULE 5

ORIGINAL NON-OBLIGOR GROUP CREDITORS

	Name of Non-Obligor Group Creditor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
1	CP Cayman Limited	Cayman Islands	165512
2	CP Cayman Topco	Cayman Islands	185237
3	Forest Cayco	Cayman Islands	163391
4	AC Capital SPV Limited	Cayman Islands	225128

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 6

DEFINITIONS

Accession Agreement means each agreement to be entered into pursuant to the Intercreditor Agreement, substantially in the applicable form set out in the Intercreditor Agreement,

Additional Borrower Secured Creditor means any person not already party to a Borrower Transaction Document in the capacity as a Borrower Secured Creditor which becomes a party to the Intercreditor Agreement as a Borrower Secured Creditor pursuant to the Intercreditor Agreement,

Additional Issuer Secured Creditor means any person not already party to an Issuer Transaction Document in the capacity as an Issuer Secured Creditor which becomes a party to the Intercreditor Agreement as an Issuer Secured Creditor pursuant to the Intercreditor Agreement,

Additional Non-Obligor Group Creditor means any person not already a Non-Obligor Group Creditor which becomes a Party as a Non-Obligor Group Creditor pursuant to the Intercreditor Agreement,

Additional Obligor means any person not already an Obligor which becomes a party to the Intercreditor Agreement as an Obligor pursuant to the Intercreditor Agreement,

Additional Topco Obligor means any person not already a Topco Obligor which becomes a Party as a Topco Obligor pursuant to the Intercreditor Agreement,

Affiliate of any specified person mean any other Person or Persons whether individually or together, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person

For the purposes of this definition, **control** when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms **controlling** and **controlled** have meanings correlative to the foregoing, **provided that**, for the purposes of The Royal Bank of Scotland plc only, Affiliate shall include The Royal Bank of Scotland N V and each of its subsidiaries or subsidiary undertakings but shall not include

- (a) the UK Government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) any persons or entities controlled by or under common control with the UK Government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) which are not part of The Royal Bank of Scotland Group plc and its subsidiary or subsidiary undertakings (including The Royal Bank of Scotland NV and each of its subsidiaries or subsidiary undertakings),

Agency Agreement means the agency agreement dated on or about the Closing Date and entered into by, among others, the Issuer and the Principal Paying Agent,

Assignment Agreement means an agreement substantially in the form set out in the Working Capital Facility Agreement, or any other form agreed between the relevant assignor and assignee with the consent of the WCF Agent,

Borrower means, as of the Closing Date, the Initial Borrowers and at any time thereafter, the Initial Borrowers, any company or entity designated as a Borrower by the Issuer, the Borrower Security Trustee and CP Opco,

Borrower Account Bank means The Royal Bank of Scotland plc, acting through its office at 135 Bishopsgate, London EC2M 3UR or any other bank designated as such in the Borrower Account Bank Agreement,

Borrower Account Bank Agreement means the bank account agreement dated on or about the Closing Date and made between the Borrowers, the Borrower Account Bank and the Borrower Security Trustee,

Borrower Secured Creditor means

- (a) the Borrower Security Trustee (in its own capacity and on behalf of the other Borrower Secured Creditors),
- (b) the Issuer as lender under the Issuer/Borrower Loan Agreements,
- (c) any Receiver appointed by the Borrower Security Trustee in respect of the Borrower Security,
- (d) the WCF Agent under the Working Capital Facility Agreement,
- (e) each WCF Lender under the Working Capital Facility Agreement,
- (f) the Borrower Account Bank under the Borrower Account Bank Agreement, and
- (g) each Additional Borrower Secured Creditor,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent) of each Obligor to any Borrower Secured Creditor under each Borrower Transaction Document,

Borrower Secured Property means the whole of the right, title, benefit and interest of the Obligors in the property, rights and assets of the Obligors secured by or pursuant to the Borrower Security,

Borrower Security means the Security Interests constituted pursuant to the Borrower Security Documents;

Borrower Security Assets means all assets of each Chargor the subject of the Borrower Deed of Charge

Borrower Security Documents means

- (a) the Borrower Deed of Charge,
- (b) any Longlease Legal Charge,
- (c) the Security Interest Agreement,
- (d) the Intercreditor Agreement and each deed of accession thereto, together with any agreement or deed supplemental to the Intercreditor Agreement,
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Borrower Secured Creditor in respect of the Borrower Secured Liabilities, and
- (f) any other document designated as a "Borrower Security Document" by the Obligor Group Agent and the Borrower Security Trustee,

or any of them, as applicable and as the context may so require,

Borrower Security Trustee means HSBC Corporate Trustee Company (UK) Limited as security trustee for all the Borrower Secured Creditors or any successor in that role,

Borrower Transaction Documents means

- (a) the Borrower Security Documents,
- (b) the WCF Finance Documents,
- (c) the Class A IBLA,
- (d) the Class B IBLA,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (e) the Tax Deed of Covenant,
- (f) the Borrower Account Bank Agreement,
- (g) any Accession Agreement in respect of any Additional Borrower Secured Creditor, Additional Obligor, Additional Topco Obligor or any Additional Non-Obligor Group Creditor, and
- (h) any other document or agreement designated as a "Borrower Transaction Document" by the Obligor Group Agent and the Borrower Security Trustee,

Cash Management Agreement means the cash management agreement dated on or about the Closing Date and entered into by, among others, the Issuer and the Cash Manager,

Cash Manager means HSBC Bank plc, acting through its office at 8 Canada Square, London E14 5HQ,

Chargor means the Borrowers and each entity listed at Schedule 3 (Other Chargors) hereto,

Class means each class of Notes, the available Classes of Notes at the Issue Date being Class A Notes and Class B Notes,

Class A IBLA means the Class A Issuer/Borrower Loan Agreement,

Class A Issuer/Borrower Loan Agreement means the term loan agreement so named, dated on or about the Closing Date and made between the Issuer (as lender), the Obligors and the Borrower Security Trustee, as such agreement may from time to time be amended, restated, supplemented or otherwise modified,

Class A Loan Event of Default means an event or circumstance specified as such in the Class A Issuer/Borrower Loan Agreement,

Class A Note Trustee means HSBC Corporate Trustee Company (UK) Limited acting through its office at 8 Canada Square, London E14 5HQ,

Class A Noteholders means the Class A1 Noteholders and the Class A2 Noteholders,

Class A Notes means the Class A1 Notes and the Class A2 Notes and has the full meaning given to it in the Note Trust Deed,

Class A1 Notes means the £300,000,000 4.811% Class A1 Fixed Rate Secured Notes due 2042 issued by the Issuer on the Closing Date,

Class A1 Noteholders means the holders of the Class A1 Notes,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged Class A2 Notes means the £440,000,000 7 239% Class A2 Fixed Rate Notes due 2042 issued by the Issuer on the Closing Date, Class A2 Noteholders means the holders of the Class A2 Notes, Class B IBLA means the Class B Issuer/Borrower Loan Agreement, Class B Issuer/Borrower Loan Agreement means the term loan agreement so named, dated on or about the Closing Date and made between the Issuer (as lender), the Obligors and the Borrower Security Trustee, as such agreement may from time to time be amended, restated, supplemented or otherwise modified, Class B Loan Event of Default has the meaning given to it in the Class B Issuer/Borrower Loan Agreement, Class B Note Trustee means HSBC Corporate Trustee Company (UK) Limited acting through its office 8 Canada Square, London E14 5HQ or any successor in that role, Class B Noteholders means the holders of the Class B Notes, Class B Notes means the £280,000,000 11 625% Class B Fixed Rate Notes due 2042, Closing Date means 28 February 2012, CP Cayman Security Agreement means the English law governed security agreement entered into on or about the Closing Date by, among others, CP Cayman Limited and the Issuer, CP Elveden Propco means CP Elveden Village Limited, CP Elveden Village Limited means a company incorporated in England and Wales with registered number 07656450 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP, CP Opco means Center Parcs (Operating Company) Limited, a company incorporated in England and Wales with registered number 4379585, CP Sherwood Propco means CP Sherwood Village Limited, CP Sherwood Village Limited means a company incorporated in England and Wales with registered number 07647072 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP, CP Whinfell Propco means CP Whinfell Village Limited a company incorporated in England and Wales with registered number 07656392 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Designated Accounts means

- (a) the accounts listed in the Class A Issuer/Borrower Loan Agreement, and
- (b) any other bank account (new or replacement) designated in writing as such by the Borrowers, the Issuer and the Borrower Security Trustee,

Direction means any direction, authorisation, approval, confirmation, demand, guidance, instruction, requirement or consent in respect of any matter, event or circumstance, as applicable and as the context may so require,

Fee Letter means any letter entered into by reference to the Working Capital Facility Agreement between the WCF Agent and/or the WCF Lenders and CP Opco (in its capacity as borrower under the Working Capital Facility Agreement) setting out the amount of certain fees referred to in the Working Capital Facility Agreement,

Fitch means Fitch Ratings Ltd or any of its affiliates, successors or assigns that is a Nationally Recognized Statistical Rating Organization,

Group means CP Cayman Topco Limited and its Affiliates, from time to time,

Head Office means the leasehold premises known as land to the south of Rafford Avenue, Ollerton, registered at the Land Registry under Title Number NT396774,

Head Office Lease means the lease dated 8 June 2004 and made between Sherwood Environmental Village Limited and Center Parcs Limited in respect of the Head Office,

Head Office Mortgage means the fixed charge dated 8 November 2005 granted by Center Parcs Limited over all of its legal interest in the Head Office Lease,

Initial Borrowers means

- (a) CP Opco,
- (b) CP Elveden Village Limited,
- (c) CP Sherwood Village Limited,
- (d) CP Whinfell Propco, and
- (e) Longleat Propco,

Insurance has the meaning given to it in the relevant Issuer/Borrower Loan Agreements,

Intellectual Property Right means any right in

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) the registered trade marks listed in Part 2 (Specific Intellectual Property Rights) of Schedule 4 (Borrower Security Assets) hereto and the Borrower Deed of Charge next to a relevant Chargor's name,
- (b) copyright (including rights in software and preparatory design materials), get-up, trade names, internet domain names, patents, inventions, rights in confidential information, database rights, moral rights, semiconductor topography rights, trade secrets, know-how, trade marks, service marks, logos and registered designs and design rights (each whether registered or unregistered),
- (c) applications for registration and the right to apply for registration, for any of the above, and
- (d) all other intellectual property rights in each case whether registered or unregistered and including applications for registration and all rights or equivalent or similar forms of protection having equivalent or similar effect anywhere in the world,

Intercreditor Agreement means the intercreditor agreement dated on or about the Closing Date and entered into by, among others, the Obligors, the Trustees, the Issuer, the Borrower Secured Creditors and the Issuer Secured Creditors,

Investments means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Shares but excluding, for the avoidance of doubt, the shares in Center Parcs (Jersey) 1 Limited held by Center Parcs (UK) Group Limited and the shares in Carp (Jersey) 2

Issuer means CPUK Finance Limited, a company incorporated in Jersey with registered number 108635 and with registered office at 47 Esplanade, St Helier, Jersey JE1 0BD as initial lender,

Issuer Account Bank means HSBC Bank plc acting through its branch at 8 Canada Square, London E14 5HQ, or any other bank designated as such in the Issuer Account Bank Agreement,

Issuer Account Bank Agreement means the bank account agreement dated on or about the Closing Date and made between the Issuer, the Account Bank and the Issuer Security Trustee,

Issuer/Borrower Loan Agreements means each of the Class A Issuer/Borrower Loan Agreement and the Class B Issuer/Borrower Loan Agreement, as applicable and as context may so require,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	Issuer English Corporate Services Agreement means the English law governed corporate services agreement entered into between, amongst others, the Issuer and the Issuer English Corporate Services Provider on or about the Closing Date, Issuer English Corporate Services Provider means Structured Finance Management Limited, a limited liability company incorporated in England and Wales with company registration number 03853947, Issuer Deed of Charge means the deed of charge dated on about the Closing Date entered into by among others the Issuer and the Issuer Security Trustee and includes any deed or other document expressed to be supplemental thereto or any amendments or modifications made thereto, Issuer Jersey Corporate Services Agreement means the Jersey law governed corporate services agreement entered into between, amongst others, the Issuer and the Issuer Jersey Corporate Services Provider on or about the Closing Date, Issuer Jersey Corporate Services Provider means Structured Finance Management Offshore Limited, acting through its office at 47 Esplanade, St Helier, Jersey JE1 0BD, Issuer Secured Creditor means (a) the Issuer Security Trustee for itself and on trust for the other Issuer Secured Creditors, (b) any Receiver appointed by the Issuer Security Trustee, (c) the Class A Note Trustee (for itself and on trust for the Class A Noteholders) under the Note Trust Deed, (d) the Class B Note Trustee (for itself and on trust for the Class B Noteholders) under the Note Trust Deed, (e) the Class A Noteholders, (f) the Class B Noteholders, (g) each Liquidity Facility Provider under the Liquidity Facility Agreement, (h) the Liquidity Facility Agent under the Liquidity Facility Agreement, (i) the Issuer Account Bank under the Issuer Account Bank Agreement, (j) the Principal Paying Agent and Paying Agents under the Agency Agreement, (k) the Cash Manager under the Cash Management Agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (l) the Issuer English Corporate Services Provider under the Issuer English Corporate Services Agreement,
- (m) the Issuer Jersey Corporate Services Provider under the Issuer Jersey Corporate Services Agreement, and
- (n) each Additional Issuer Secured Creditor,

or any of them, as applicable and as the context may so require,

Issuer Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent) of the Issuer to any Issuer Secured Creditor under each Issuer Transaction Document,

Issuer Secured Property means the whole of the right, title, benefit and interest of the Issuer in the property, rights and assets of the Issuer secured by or pursuant to the Issuer Security,

Issuer Security means the Security Interests constituted pursuant to the Issuer Security Documents,

Issuer Security Documents means

- (a) the Issuer Deed of Charge,
- (b) the Intercreditor Agreement and each deed of accession thereto, together with any agreement or deed supplemental to the Intercreditor Agreement,
- (c) any other document or agreement evidencing or creating security over any asset of the Issuer to secure any obligation of the Issuer to an Issuer Secured Creditor in respect of the Issuer Secured Liabilities, and
- (d) any other document or agreement designated as an "Issuer Security Document" by the Issuer and the Issuer Security Trustee,

or any of them, as applicable and as the context may so require,

Issuer Security Trustee means HSBC Corporate Trustee Company (UK) Limited acting through its office at 8 Canada Square, London E14 5HQ or any successor in that role,

Liquidity Facility Agent means The Royal Bank of Scotland plc as facility agent for the Liquidity Facility Providers,

Liquidity Facility Agreement means the initial liquidity facility agreement dated on or about the Closing Date made between, amongst others, the Issuer, the Liquidity Facility Providers and the Issuer Security Trustee,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	Liquidity Facility Providers means the Initial Liquidity Facility Providers and any financial institution with the Requisite Rating which has become a party to the Liquidity Facility Agreement in accordance with the Liquidity Facility Agreement and which has not ceased to be a party in accordance with the terms of the Liquidity Facility Agreement, Loan Event of Default means (a) a Class A Loan Event of Default, and (b) a Class B Loan Event of Default, or any of them, as applicable and as the context may so require, Longleat means (a) the leasehold property at and known as Center Parcs Holiday Village, Horningsham Road, Longleat, Warminster, Wiltshire BA12 7PU, (b) the leasehold property at and known as Center Parcs Holiday Village, Horningsham Road, Longleat, Warminster, Wiltshire BA12 7PU, (c) the leasehold property at and known as Aucombe House, Longleat, Maiden Bradley, Warminster, Wiltshire BA12 7JN, (d) the leasehold property at and known as Aucombe House, Longleat, Maiden Bradley, Warminster, Wiltshire BA12 7JN, and (e) the leasehold property at and known as Keepers Cottage, Center Parcs, Longleat, Warminster, Wiltshire, Longleat Headlease Interest means the interests held by Longleat Propco under the two underleases and the lease relating to the holiday park known as at Longleat, Longleat Legal Charge means a charge by way of legal mortgage in respect of the Longleat Headlease Interest and the new longleat headlease lease substantially in the form set out in the Borrower Deed of Charge, Longleat Propco means Longleat Property Limited, a company incorporated in England and Wales with registered number 04379589 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP, Non-Obligor Group Creditor means (a) each Original Non-Obligor Group Creditor, and (b) each Additional Non-Obligor Group Creditor,	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

or any of them, as applicable and as the context may so require,

Noteholders means

(a) the Class A Noteholders, and

(b) the Class B Noteholders,

or any of them, as applicable and as the context may so require,

Notes means the Class A Notes, the Class B Notes and any Additional Notes issued by the Issuer,

Note Trust Deed means the note trust deed dated the Closing Date and entered into by the Issuer, the Class A Note Trustee and the Class B Note Trustee in connection with the issue by the Issuer of the Class A Notes and the Class B Notes,

Obligor means each individual Obligor as defined in the Obligor Group,

Obligor Accounts means any and all bank accounts opened or maintained in the name of any Obligor, including for the avoidance of doubt the Designated Accounts,

Obligor Group means CP Opco, Longleat Property Limited, CP Elveden Village Limited, CP Sherwood Village Limited, CP Whinfell Village Limited, Carp (CP) Limited, Carp (E), Carp (H) Limited, Carp (Jersey) 2 Limited, Carp (L) Limited, Carp (NW) Limited, Carp (O) Limited, Carp (S) Limited, Carp (UK) 1 Limited, Carp (UK) 2 Limited, Carp (UK) 3 Limited, Carp (UK) 3A Limited, Center Parcs (Block 1) Limited, Center Parcs (Block 2) Limited, Center Parcs Card Services Limited, Center Parcs Energy Services Limited, Center Parcs (Holdings 1) Limited, Center Parcs (Holdings 2) Limited, Center Parcs (Holdings 3) Limited, Center Parcs (Jersey) 1 Limited, Center Parcs Limited, Center Parcs (Nominees) Limited, Center Parcs Spa Division Holdings Limited, Center Parcs (UK) Group Limited, Centrepark Limited, Comet Refico Limited, CP Comet Bidco Limited, CP Comet Holdings Limited, CP (Oasis Property) Limited, CP Longleat Village Limited, CP (Sherwood Property) Limited, Elveden Property Limited, Forest Bidco Limited, Forest Holdco Limited, Forest Midco Limited, Forest Refico Limited, SPV1 Limited, SPV2 Limited, Sun CP Asset Management Limited, Sun CP Midco Limited, Sun CP Newmidco Limited, Sun CP Newtopco Limited, Sun CP Properties Limited, Sun CP Topco Limited and UK Parcs Holdings S à r l and any Additional Obligor, from time to time,

Obligor Group Agent means CP Opco in its capacity as agent for the Obligors,

Original Non-Obligor Group Creditors means the entities specified in schedule 5 hereto,

Original Topco Obligor means

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	(a) Topco, and (b) CP Cayman Limited, or any of them as applicable and as the context may so require, Original WCF Lender means The Royal Bank of Scotland plc and Barclays Bank PLC as lenders under the Working Capital Facility Agreement or any lenders appointed as such under the Working Capital Facility Agreement, Paying Agent means, in relation to any Class of Notes, each institution (including the Principal Paying Agent) at its Specified Office appointed as a paying agent in relation to such Class of Notes by the Issuer pursuant to the Agency Agreement and/or, if applicable, any successor paying agents at their respective specified offices in relation to any Class of Notes, Person means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, limited liability company, government or any agency or political subdivision thereof or any other entity, Pre-Approved WCF Lender Letter means the letter so designated between the WCF Agent and CP Opco (in its capacity as borrower under the Working Capital Facility Agreement) dated on or about the Closing Date, Principal Paying Agent means HSBC Bank plc acting through its branch at 8 Canada Square, London E14 5HQ, Property means each of the holiday parks owned and operated (as at the Closing Date) by the Obligors as more fully described in Part 1 (Property) of Schedule 4 (Borrower Security Assets) hereto and, where the context so requires, includes the buildings on such Property, Real Property means, in relation to a Chargor (a) any freehold, leasehold or other interest in any immovable property (including the property identified in respect of that Chargor in Part 1 (Property) of Schedule 2 (Borrower Security Assets) (if any)) and all Related Rights, and (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights Receiver means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 or other similar office appointed in any relevant jurisdiction

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (a) by the Borrower Security Trustee under the Borrower Security Documents in respect of the whole or any part of the Borrower Secured Property,
- (b) by the Borrower Security Trustee under the Topco Security Documents in respect of the whole or any part of the Topco Secured Property, and
- (c) by the Issuer Security Trustee under the Issuer Security Documents in respect of the whole or any part of the Issuer Secured Property,

or any of them, as applicable and as the context may so require,

Related Rights means, in relation to any asset

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,
- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other moneys paid or payable in respect of that asset

Relevant Insurance means any Insurance entered into by any Obligor with the view to satisfy established liabilities of the Obligor Group to third parties including, without limitation, public liability insurance and employers' liability insurance

Requisite Rating means an unsecured, unsubordinated and unguaranteed long-term rating of at least, in the case of Fitch "BBB", or, in the case of S&P "BBB" (or, in each case, such other lower rating which is consistent with the published criteria (relevant for the applicable counterparty) of the relevant Rating Agency),

Resignation Utilisation Request means a letter in the form set out in the Working Capital Facility Agreement, with such amendments as the WCF Agent and CP Opco (in its capacity as borrower under the Working Capital Facility Agreement) may agree,

Secured Liabilities means

- (a) the Borrower Secured Liabilities,
- (b) the Topco Secured Liabilities, and
- (c) the Issuer Secured Liabilities,

or any of them, as applicable and as the context may so require,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security and Security Interest means

- (a) any mortgage, pledge, lien, charge, assignment or hypothecation or other encumbrance or security interest securing any obligation of any person,
- (b) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect,

Security Interest Agreement means the security interest agreement over the shares in Center Parcs (Jersey) 1 Limited and dated on or about the Closing Date granted by Center Parcs (UK) Group Limited in favour of the Borrower Security Trustee,

Shares means in relation to each Chargor, any shares in any member of the Group held by such Chargor and any Related Rights other than the shares in Center Parcs (Jersey) 1 Limited held by Center Parcs (UK) Group Limited and the shares in Carp (Jersey) 2 Limited held by Sun CP Properties Limited

Specified Office means, in relation to any Paying Agent, either the office identified with its name in the Master Definitions Schedule,

Spirit SPV1 means SPV1 Limited,

Spirit SPV2 means SPV2 Limited,

SPV1 Limited means a company incorporated in England and Wales with registered number 07620907 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP,

SPV2 Limited means a company incorporated in England and Wales with registered number 07620891 and with registered office at One Edison Rise, New Ollerton, Newark, Nottinghamshire NG22 9DP,

S&P means Standard & Poor's Investors Ratings Services or any of its affiliates, successors or assigns that is a Nationally Recognized Statistical Rating Organization,

Tax Deed of Covenant means the deed of covenant in respect of certain tax matters relating to the Obligor Group dated on or about the Closing Date and entered into between, among others, the Obligors and the Borrower Security Trustee,

Topco means CP Cayman Midco 2 Limited,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Topco Obligors means

- (a) each Original Topco Obligor, and
- (b) each Additional Topco Obligor,

or any of them, as applicable and as the context may so require,

Topco Secured Creditor means

- (a) the Borrower Security Trustee,
- (b) any Receiver appointed by the Borrower Security Trustee in respect of the Topco Security, and
- (c) the Issuer,

or any of them, as applicable and as the context may so require,

Topco Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent) of the Topco Obligors to any Topco Secured Creditor under each Topco Transaction Document,

Topco Secured Property means the whole of the right, title, benefit and interest of the Topco Obligors in the property, rights and assets of the Topco Obligors secured by or pursuant to the Topco Security,

Topco Security means the Security Interests constituted by the Topco Security Documents,

Topco Security Documents means

- (a) the Topco Share Security Agreement,
- (b) the CP Cayman Security Agreement,
- (c) the Intercreditor Agreement and each deed of accession thereto, together with any agreement or deed supplemental to the Intercreditor Agreement,
- (d) any document evidencing or creating security over any asset of a Topco Obligor to secure any obligation of any Topco Obligor to a Topco Secured Creditor in respect of a Topco Secured Liability, and
- (e) any other document or agreement designated as a "Topco Security Document" by Topco, the Issuer and the Borrower Security Trustee,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	or any or them, as applicable and as the context may so require, Topco Share Security Agreement means the Cayman Islands law security agreement dated on or about the Closing Date between Topco, CP Cayman Limited, the Issuer and the Borrower Security Trustee, Transaction Security means (a) the Borrower Security, (b) the Issuer Security, and (c) the Topco Security, as applicable and as the context may so require, Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Working Capital Facility Agreement, with such amendments as the WCF Agent may approve or reasonably require or any other form agreed between the WCF Agent and CP Opco (in its capacity as borrower under the Working Capital Facility Agreement), Trustees means the Class A Note Trustee, the Class B Note Trustee, the Issuer Security Trustee and the Borrower Security Trustee, WCF Agent means The Royal Bank of Scotland plc, WCF Finance Document means each of the following documents (a) the Working Capital Facility Agreement, (b) a Borrower Security Document, (c) a Fee Letter, (d) a Transfer Certificate, (e) an Assignment Agreement, (f) an Accession Agreement, (g) a Resignation Utilisation Request, (h) the Pre-Approved WCF Lender Letter, and (i) any other document designated as such by the WCF Agent and the Borrower,	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

WCF Lender means

- (a) The Royal Bank of Scotland plc,
- (b) Barclays Bank PLC, and
- (c) any person which becomes a party in accordance with the Working Capital Facility Agreement,

Working Capital Facility Agreement means the working capital facility agreement dated on or about the Closing Date and made between the Original WCF Lenders, the Obligors and the Borrower Security Trustee,

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

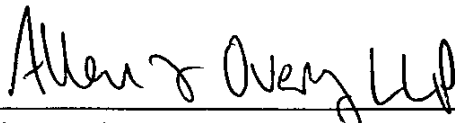
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Azem Shamolli (0100966-0000001)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2355



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROFORMA

Company Number 04066200

Company Name Carp (UK) 3 Limited

Contact Name/ Organisation. Azem Shamolli /Allen & Overy LLP

Address: One Bishops Square, London, E1 6AD

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

(Please give the instructions in the box below)

Please correct the word 'Company' so that now it reads 'HSBC Corporate Trustee Company (UK) Limited (the Borrower Security Trustee)'



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4066200
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BORROWER DEED OF CHARGE
DATED 28 FEBRUARY 2012 AND CREATED BY CARP (UK) 3
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO ANY BORROWER SECURED
CREDITOR ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
20 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2012

[Handwritten signature]



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES