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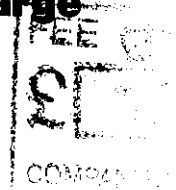
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



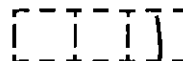
395

RBS £10
077432

To the Registrar of Companies

For official use

Company number



4166295

Name of company

* GB HOLIDAY PARKS (HOLDINGS) LIMITED ("the Assignor")

Date of creation of the charge

14th March 2001

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

DEED OF ASSIGNMENT OF KEYMAN LIFE POLICIES ("the Deed of Assignment")

Amount secured by the mortgage or charge

(a) All indebtedness, liabilities and obligations which as at 14th March 2001 or at any time thereafter may be due, owing or incurred in any manner whatsoever to the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty by any Group Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC, 54 Lombard Street, London EC3P 3AH ("the Security Trustee").

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

DLA
3 Noble Street
London EC2V 7EE

JXR/ams/Banking

Swana GB Hol Key.lfd

Time critical reference

For official use
Mortgage Section



DX 33866
has been served

1. ASSIGNMENT

The Assignor assigned and agreed to assign with full title guarantee unto the Security Trustee for the benefit of the Security Beneficiaries the Policies and all monies including bonuses accrued or which may at any time after 14th March 2001 accrue which shall become payable thereunder and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Security Trustee for the benefit of the Security Beneficiaries for the payment or discharge by the Assignor on demand of the Secured Obligations.

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

Signed

DLA

Date

23 March 2001

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

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

4166295

Name of Company

GB HOLIDAY PARKS (HOLDINGS) LIMITED ("the Assignor")

~~limited~~*

* delete if
inappropriate

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

which the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty may in the course of their business charge in respect of any facilities or accommodation or service provided by the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty or for keeping any Group Company's account;

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(b) on a full indemnity basis all reasonable costs and reasonable expenses incurred by the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty in relation to the Deed of Assignment and all costs and expenses properly incurred by the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty in relation to the protection and enforcement of the rights of the Agent, the Term Banks, the Working Capital Bank and/or the Hedging Counterparty under the Deed of Assignment;

(c) interest to the date of discharge on all sums payable and all liabilities and obligations to be discharged under sub-clauses (i) and (ii) above. Such interest shall be computed and compounded in the manner agreed in the Facilities Agreement ("the Secured Obligations").

NOTE.

In this form:-

"Agent" means Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH;

"Facilities Agreement" means the facilities agreement dated 14th March 2001 between (1) the Assignor, (2) GB Holiday Parks Limited and (3-7) Barclays Bank PLC in its various capacities as supplemented and/or amended and restated from time to time;

"Group" means at any time GB Holidays Parks Holdings Limited (CRN: 4166295) and its Subsidiaries for the time being and "Group Company" means any of them;

"Hedging Counterparty" means Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH;

"Insurer" shall mean the company or office issuing or directed by the Agent to issue the Policies or any new or substituted policy charged or intended to be charged under the provisions of the Deed of Assignment;

"Policies" means the policies of insurance particulars of which are set out below and shall include any one or more of them:-

INSURER: BARCLAYS LIFE ASSURANCE COMPANY LIMITED
POLICY NO: 12/15922391/054018
LIFE ASSURED: PHILIP MASON
SUM ASSURED: £250,000

INSURER: BARCLAYS LIFE ASSURANCE COMPANY LIMITED
POLICY NO: 12/16019962/054018
LIFE ASSURED: STEPHEN LAST
SUM ASSURED: £250,000

INSURER: BARCLAYS LIFE ASSURANCE COMPANY LIMITED
POLICY NO: 12/15922359/054018
LIFE ASSURED: ROBERT SWINHOE
SUM ASSURED: £250,000

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

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2. ASSIGNOR'S COVENANTS

The Assignor has covenanted with the Security Trustee for the benefit of the Security Beneficiaries that:-

2.1 the Assignor has not borrowed and will not borrow any monies from the Insurer pursuant to the terms of the Policies;

2.2 the Assignor will when so required by the Security Trustee execute and deliver to the Security Trustee all such deeds and assurances (including the Deed of Assignment) and do all such things as the Security Trustee may reasonably require to give effect to the terms of this Deed, and the Assignor will forthwith (a) deliver to the Insurer notice of the assignment constituted by the Deed of Assignment in the form of the Schedule 2 to the Deed of Assignment together with any fees requested by the Insurer, and (b) endeavour to procure the execution and delivery to the Security Trustee by the Insurer of an acknowledgement of the notice of assignment or such alternative nomination of loss payee form as the insurer may provide;

3. FURTHER ASSURANCE

The Assignor has undertaken from time to time and at all times, whether before or after the security constituted by the Deed of Assignment shall have become enforceable, insofar as it is lawfully able so to do, and to the extent not inconsistent with the Deed of Assignment, the Facilities Agreement and the terms of the Policies to execute and do all such assurances and things as the Security Trustee may reasonably require for protecting, preserving or perfecting the security constituted by the Deed of Assignment or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Security Trustee by the Deed of Assignment and in particular, but without limitation, the Assignor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may reasonably think expedient.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

4166295

Name of Company

GB HOLIDAY PARKS (HOLDINGS) LIMITED ("the Assignor")

~~limited~~*

* delete if
inappropriate

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

"Security Beneficiaries" means the Agent, the Security Trustee and the Banks (as more particularly defined in the Facilities Agreement);

"Subsidiary" means:

(i) a subsidiary as defined in Section 736 of the Act; and

(ii) for the purposes of Clause 22 (Financial Ratios) of the Facilities Agreement only a subsidiary undertaking as defined in Section 258 of the Act;

"Term Bank" means Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH;

"Working Capital Bank" means Barclays Bank PLC, 54 Lombard Street, London EC3P 3AH.

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

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04166295

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF KEYMAN LIFE POLICIES DATED THE 14th MARCH 2001 AND CREATED BY GB HOLIDAY PARKS (HOLDINGS) LIMITED FOR SECURING ALL INDEBTEDNESS LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE TO THE AGENT, THE TERM BANKS, THE WORKING CAPITAL BANK AND/OR THE HEDGING COUNTERPARTY BY ANY GROUP COMPANY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MARCH 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —