

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

FEI 13

4166295

Name of company

* GB Holiday Parks (Holdings) Limited (the "Company")

Date of creation of the charge

14 March 2001

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

As specified in Part II of the attached schedule.

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

Royal Bank Investments Limited (Registered in Scotland under number SC
139617) whose registered office is at 42 St Andrew Square, Edinburgh,
Midlothian (the "Security Trustee").

Postcode EH2 2YE

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

Macfarlanes
10 Norwich Street
London
EC4A 1BD

ejxh/563989

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As specified in Part III of the attached schedule.

NB: Part III of the attached schedule describes restrictions on the Company which protect and further define the charges and must be read as part of the charge created.

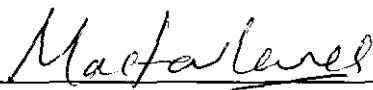
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

nil

Signed



Date 26 March 2001

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

4166295

Name of Company

GB Holiday Parks (Holdings) Limited (the "Company")

Limited*

* delete if
inappropriate

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

SCHEDULE

To Form 395 in respect of a Composite Guarantee and Debenture (the "Debenture") granted by GB Holiday Parks (Holdings) Limited (the "Company") in favour of Royal Bank Investments Limited (as the "Security Trustee") dated 14 March 2001 (the "Form 395")

Part I – Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

Charging Company: the Company, GB Holiday Parks Limited and Church Point (Leisure) Limited together with any other Group Company;

Charged Property: all the property, assets, undertakings and rights for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it).

Facilities Agreement: the facilities agreement dated 14 March 2001 between (1) the Company, (2) GB Holiday Parks Limited and (3) - (7) Barclays Bank PLC (in its various capacities thereunder).

Group: the Company and its Subsidiaries from time to time and Group Company shall mean any of them;

Guarantee: means the Guarantee contained in Clause 2 as extended by Schedule 3 to the Debenture;

Intellectual Property: any copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property

throughout the world at the date of the Debenture or at any time thereafter belonging to or created by or assigned to the Company;

Loan Stock Instrument: the loan stock instrument executed by the Company constituting up to a maximum of £2,250,000 nominal amount of vendor secured loan stock;

Permitted Security Interest; any Security Interest permitted under the Facilities Agreement;

Prior Security: the security granted on 14 March 2001 by, inter alia, the Company in favour of Barclays Bank PLC under or in connection with the Facilities Agreement;

Receivables: at the date of the Debenture, all present and future book debts, rentals, royalties, fees, amounts receivable under hedging arrangements, VAT and all other amounts recoverable or receivable by the Company from other persons due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

Receiver: any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

Secured Obligations: all indebtedness, liabilities and obligations up to a maximum aggregate amount of £2,250,000 which are at the date of the Debenture or may at any time thereafter be due, owing or incurred in any manner whatsoever under or in connection with the payment of principal under the Stock or the Loan Stock Instrument to the Stockholders by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated;

Security Beneficiary: Barclays Bank PLC acting in its various capacities under the Facility Agreement;

Security Interest: any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, standard security, assignation in security, bond and floating charge or any other security agreement or arrangement entered into for the purpose and having the effect of providing security (excluding retention of title clauses) whether relating to, at the time of the Debenture, existing or future assets (including, without limitation the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

Securities: the assets of the Company described in paragraph 2.3 of part III below;

Stock: the secured vendor loan stock constituted by the Loan Stock Instrument.

Stockholders: those persons entered in the register maintained by the Company as holders of the Stock;

Subsidiary: a subsidiary as defined in Section 736 of the Companies Act 1985.

Part II – Amount Secured by Charge

COVENANT TO PAY

The Company has covenanted with the Security Trustee that when the Secured Obligations or any part of them are due for payment or on such earlier date as the security becomes enforceable in accordance with the terms of the Loan Stock Instrument and the Security Trustee determines to enforce the same it shall on demand in writing by the Security Trustee pay the Secured Obligations (or as the case may be the part of the Secured Obligations then due to be paid and remaining unpaid) to the Security Trustee for its own account, or for the account of the Stockholders.

Part III – Particulars of Property Charged

As a continuing security for the payment or discharge of the Secured Obligations, the Company with full guarantee has:-

- 1 charged to the Security Trustee (for the benefit of the Stockholders) by way of legal mortgage:
 - 1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part IV of this Schedule together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
 - 1.2 all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part IV(b) of this Schedule together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 2 the Company charged to the Security Trustee (for the benefit of the Stockholders) by way of fixed charge:
 - 2.1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
 - 2.2 all estates and interests not therein before effectively charged at the date of the Debenture or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences at the date of the Debenture or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery

owned by the Company at the date of the Debenture or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Debenture;

- 2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate at the date of the Debenture or thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 2.4 the present goodwill of the Company and its uncalled capital or at any time after the date of the Debenture in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
- 2.5 all Intellectual Property;
- 2.6 all plant, vehicles and machinery at the date of the Debenture or at any time thereafter belonging to the Company (excluding however plant and machinery that formed part of its stock in trade or work in progress);
- 2.7 all chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- 2.8 all Receivables;
- 2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable to it in respect of them;

charged to the Security Trustee (for the benefit of the Stockholders) by way of first floating charge all its undertaking and all its property and assets whatsoever situated both at the time of the Debenture and in the future including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Debenture.

Covenants

1. The Company covenanted with the Security Trustee (for the benefit of the Stockholders) that during the continuance of the security it shall not without the consent in writing of the Security Trustee:
 - 1.1 create, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) upon any of the Charged Property to secure any liability, actual or contingent;
 - 1.2 save as permitted or required under the Debenture or under the Loan Stock Instrument, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.
2. The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Act shall be exercisable by the Security Trustee at any time after the Security Trustee shall have demanded the payment or discharge by the Company of all or any of the Secured Obligations and whether or not the Security Trustee shall then be in possession of that part of the Charged Property proposed to be leased so as to authorise the Security Trustee to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Security Trustee may make and generally, without the necessity for the Security Trustee to comply with any restrictions imposed by or any other provisions of the said sections 99 and 100, the Security Trustee may delegate such powers to any person but no such delegation shall preclude the subsequent exercise of any such powers by the Security Trustee itself or a subsequent delegation by the Security Trustee to any other person; and any such delegation may be revoked by the Security Trustee at any time.

Part IV– Detail of Registered Land

1. Leasehold property known as St Margaret's Holiday Village, Reach Road, Dover registered at HM Land Registry under title number K799405.
2. Freehold property known as Tower Caravan Park, Jaywick, Clacton-on-Sea registered at HM Land Registry under title number EX583272.
3. Freehold property known as Sandy Bay Caravan Park, North Seaton, Ashington, Northumberland registered at HM Land Registry under title number ND102988 and ND 73593.
4. Freehold property known as Naze Marine Caravan Park, Hall Lane, Walton-on-the-Naze, Essex registered at HM Land Registry under title number EX548135.
5. Freehold property known as Cresswell Towers Holiday Park, Cresswell, Northumberland registered at HM Land Registry under title number ND94801.
6. Freehold property known as Coopers Beach Caravan Park and part of Hall Farm, East Mersea and Number 1 Hall Cottages, East Mercia, Essex registered at HM Land Registry under title numbers EX447424 and EX420263.
7. Freehold property known as Weeley Bridge Caravan Park, Weeley, Essex registered at HM Land Registry under title number EX548697.
8. Freehold property known as Highfield Holiday Park, Clacton-on-Sea, Essex (part) registered at HM Land Registry under title numbers EX548124 and EX548133 to include the leasehold property known as Highfield Holiday Park, Clacton-on-Sea, Essex as comprised in a lease dated 29 November 1995 made between Anglia Property & Leisure Limited (1) and Queensborough Holdings Limited (2) in the course of registration at HM Land Registry under title number EX654969.
9. Freehold property known as Camber Sands Leisure Park, East Lydd Road, Sussex, registered at HM Land Registry under title numbers ESX47205, ESX219184, ESX140300, ESX36691, ESX196534 and ESX118928.

10. Leasehold property known as Whitley Bay Holiday Centre, Whitley Bay, Tyne and Wear in the process of being registered at HM Land Registry under title number TY362694.
11. Leasehold property known as Romney Sands Holiday Village, New Romney, Kent registered at HM Land Registry under title number K799406.
12. Freehold property known as Sunnydale Holiday Park, Sea Lane, Saltmarsh, Lincolnshire registered at HM Land Registry under title number LL64051.

Part (b)
Details of Unregistered Land

1. Leasehold property known as Church Point Caravan Park, Newbiggin-by-the-Sea, Northumberland as comprised in a lease dated 1 December 1999 made between Patricia Rosamund McKintosh, John Edward Jefferson Brown, Alexander Gladstone Storey (1) and Church Point Leisure Limited (company number 1223570) (2) and Leisure Great Britain Limited (3) for a term of 21 years from 1 December 1999.

FILE COPY



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 COMPOSITE GUARANTEE AND DEBENTURE DATED THE 14th MARCH 2001 AND CREATED BY GB HOLIDAY PARKS (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO ROYAL BANK INVESTMENTS LIMITED (THE "SECURITY TRUSTEE") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd APRIL 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
Paw