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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

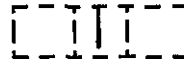
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5268258

395

204325/91

Name of company

* Center Parcs Spa Division Holdings Limited (the "Chargor")

Date of creation of the charge

19 May 2006

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

Deed of Accession to a debenture made between the Chargor and others (1) in
favour of Barclays Bank PLC (in its capacity as Security Agent for the
Beneficiaries (as defined in the attached schedule)) (2) (the "Accession
Deed")

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached schedule).

References to any Finance Document (as defined in the attached schedule)
include references to such Finance Document as varied in any manner from
time to time, even if changes are made to the composition of the parties to
such document or to the nature or amount of any facilities made available
under such document.

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

Barclays Bank PLC (acting in its capacity as Security Agent for the
Beneficiaries), 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Lovells
Atlantic House
50 Holborn Viaduct
London
EC1A 2FG

For official Use (02/00)

Mortgage Section

Post room



Time critical reference

F3/GKTH/1659176

Short particulars of all the property mortgaged or charged

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Chargor which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

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

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Lorells

Date *26* May 2006

Solicitors

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR CENTER PARCS SPA DIVISION HOLDINGS LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. References in this Schedule to the Accession Deed or to any other document (including any Finance Document) include references to the Accession Deed, or to any such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Accession Date" means 19 May 2006;

"Account Bank" means Barclays Bank PLC acting through its branch at 5 The North Colonnade, Canary Wharf, London, E14 4BB, each other bank with which the Chargor is permitted to have a bank account under the Facilities Agreement or such other bank as the Security Agent may from time to time specify;

"Act" means the Companies Act 1985;

"Agent" means Barclays Bank PLC;

"Assets" means in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"Beneficiary" means each Finance Party from time to time and any Receiver (as defined therein) or Delegate (as defined in the Facilities Agreement);

"Collection Account" means in relation to the Chargor, its accounts with the Account Bank and/or such other account as the Chargor and the Security Agent shall agree into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*) of the Debenture;

"Debenture" means the debenture dated 9 March 2006 made by Forest Bidco Limited in favour of Barclays Bank PLC (as Security Agent for the Beneficiaries);

"Debenture Date" means 9 March 2006;

"Declared Default" means an Event of Default (as defined in the Facilities Agreement) in respect of which the Agent has taken any of the action specified in Clause 27.18 (*Acceleration*) of the Facilities Agreement;

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

"Facilities Agreement" means the facilities agreement dated 9 March 2006 between Forest Bidco Limited (as the Parent), the companies listed as Original Borrowers, the companies listed as Original Guarantors, Barclays Capital (as Arranger and Bookrunner) and Barclays Bank PLC (as Original Lender, Agent, Security Agent, Issuing Bank, LNG Bank and in certain other capacities) (each term as defined therein if not otherwise defined in this Schedule);

"Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Bank Guarantee, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, any Selection Notice, the Syndication Letter, any Transaction Security Document, any Utilisation Request, any LNG Document and any other document designated as a "Finance Document" by the Agent and the Parent (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Finance Party" means the Agent, the Bookrunner, the Security Agent, the Arranger, a Lender, the Issuing Bank, the LNG Bank, a Hedge Counterparty or any Ancillary Lender (each term as defined in the Facilities Agreement if not otherwise defined in this Schedule);

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 (*Assignments*) or within a mortgage or fixed charge created by Clause 4 (*Fixed security*);

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 5 (*Creation of Floating Charge*) but, if it is also a Fixed Security Asset only in so far as concerns that floating charge;

"Group" means the Parent and its Subsidiaries for the time being;

"Head Office" means the premises at One Edison Rise, New Ollerton, Newark, NG22 9DP;

"Hedging Agreement" has the meaning given to such term in the Facilities Agreement;

"Holding Account" means an account:

- (a) held in England by the Chargor with the Agent or Security Agent;
 - (b) identified in a letter between the Chargor and the Agent as a Holding Account;
- and

- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably in the context of ensuring the creation of a fixed charge),

as the same may be redesignated, substituted or replaced from time to time;

"Insurance Policy" means any contract or policy of insurance of the Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest at any time;

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures);

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in England by the Chargor with the Agent or Security Agent;
- (b) identified in a letter between the Chargor and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (acting reasonably in the context of ensuring the creation of a fixed charge); and

(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time);

"New Chargor" means a member of the Group which becomes a Chargor under the Debenture in accordance with Clause 27 (*Accession of a New Chargor*) of the Debenture;

"Obligor" means the Parent, a Borrower, a Guarantor or a Chargor (other than Parent Holdco) (each term as defined in the Facilities Agreement if not otherwise defined in this Schedule);

"Parent" means Forest Bidco Limited, a company incorporated under the laws of England and Wales with registered number 5724232;

"Parent Holdco" means Forest Midco Limited, a company incorporated under the laws of England and Wales with registered number 5724326 and the sole shareholder of the Parent.

"Parent Holdco Loan Agreement" means any loan agreement entered into from time to time between Parent Holdco as lender and the Parent as borrower;

"Parent Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Parent and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Chargor up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus forecast interest on) the Facilities (as defined in the Facilities Agreement);

"Permitted Disposal" has the meaning given to such term in the Facilities Agreement;

"Permitted Transaction" has the meaning given to such term in the Facilities Agreement;

"Permitted Security" has the meaning given to such term in the Facilities Agreement;

"Receivables" in relation to the Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (*Fixed security*);

"Receiver" means a receiver and manager appointed under Clause 15 (*Appointment of a Receiver or an Administrator*) of the Debenture including (where the context requires or permits) any substituted receiver and manager;

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever)

of each Obligor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with (without double counting) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Security Restriction" has the meaning given to such term in the Facilities Agreement.

"Specified Investments" means, in relation to the Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Chargor or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) the Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee; and

"Subsidiary" has the meaning given to such term in the Facilities Agreement.

Part II

Particulars of property mortgaged or charged

1. By Clause 3 (*Assignments*), the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreement; and
 - (c) all its rights, title and interest from time to time in respect of any Parent Intra-Group Loans and the Parent Holdco Loan Agreement.

2. By Clause 4 (*Fixed Security*), the Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
- (a) by way of legal mortgage, all Land (other than the Head Office or any interest in the Head Office) in England and Wales at the Accession Date or in the future vested in it and registered at The Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Accession Deed;
 - (b) by way of legal mortgage, all other Land (other than the Head Office or any interest in the Head Office) in England and Wales vested in it at the Accession Date and not registered at the Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land (other than the Head Office or any interest in the Head Office) which is at the Accession Date, or in the future becomes, its property;
 - (ii) all interests and rights (other than interests and rights in the Head Office) in or relating to Land or the proceeds of sale of Land at the Accession Date or in the future belonging to it;
 - (iii) all plant and machinery at the Accession Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this paragraph 2;
 - (iv) all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are at the Accession Date, or in the future become, its property;
 - (vi) all Derivative Rights at the Accession Date or in the future accruing in respect of its Specified Investments;
 - (vii) to the extent not assigned pursuant to Clause 3(a)(i) all insurance or assurance contracts or policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable

under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed;

- (viii) all its goodwill and uncalled capital for the time being;
- (ix) all Intellectual Property at the Accession Date or in the future belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (x) the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xi) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(ix) to (xi) inclusive of this paragraph 2;
- (xiii) all trade debts at the Accession Date or in the future owing to it;
- (xiv) all other debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xv) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xvi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
- (xvii) all rights, money or property accruing or payable to it at the Accession Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed; and
- (xviii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. By Clause 5 (*Creation of floating charge*), the Chargor, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*) including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that the Chargor shall not create any Security (except Permitted Security) over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any Floating Charge Asset, and the Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of a Permitted Disposal or Permitted Transaction.

4. By Clause 3.7 (*Restrictions on Charging*) of the Debenture, there shall be excluded from the charge created by Clause 4 (*Fixed Security*) and from the operation of Clause 8 (*Further Assurance*) of the Debenture any leasehold property held by the Chargor which is subject to a Security Restriction until the relevant condition or waiver has been satisfied or obtained, provided that the Chargor must comply in all respects with its obligations under Clause 26.38 (*Conditions subsequent*) of the Facilities Agreement.

Part III

Covenants and Restrictions

1. ACCESSION

By Clause 2.1 (*Accession*) of the Accession Deed the Chargor agreed to be bound by the terms of the Debenture and to perform all its obligations (whether as Chargor or otherwise) under the Debenture with effect from the Accession Date as if it had been party to the Debenture.

2. COLLECTION OF RECEIVABLES

- 2.1 By Clause 6.1 (*Collection Account*) of the Debenture, the Chargor agreed that it would, except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, collect and realise

all its Receivables and, immediately on receipt, pay all money so collected into the Collection Accounts. The Chargor further agreed that it would, pending such payment, hold all money so received upon trust for the Security Agent.

- 2.2 By Clause 6.3 (*No Derogation*) of the Debenture, the Chargor agreed that it would not purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.

3. **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

By Clause 7 (*Negative Pledge and other restrictions*) of the Debenture, the Chargor agreed that it would not, without the prior written consent of the Security Agent:

- (a) (with the exception of Permitted Security) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) (with the exception of Permitted Disposals and Permitted Transactions) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

4. **FURTHER ASSURANCE**

By Clause 9 (*Further Assurance*) of the Debenture, the Chargor agreed:

- (a) that it would promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices, forms and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) in order to:
 - (i) protect (and following a Declared Default, perfect) the Security created or intended to be created under or evidenced by the Accession Deed (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the assets which are, or are intended to be, the subject of the Accession Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;

- (ii) confer on the Security Agent or confer on the Finance Parties, Security over any Assets of the Chargor located in any jurisdiction outside England and Wales which is (to the extent permitted by local law) equivalent or similar to the Security intended to be conferred by or pursuant to the Accession Deed; and/or
 - (iii) following a Declared Default facilitate the realisation of the Assets which are, or are intended to be, the subject of the Accession Deed.
- (b) that it would:
 - (i) at the request of the Security Agent take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Accession Deed; and
 - (ii) at the reasonable request of the Security Agent promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed security created by the Accession Deed in favour of the Security Agent in such form as the Security Agent may reasonably require.

5. SPECIFIED INVESTMENTS

5.1 By Clause 12.1 (*Voting and other rights*) the Chargor undertook not to exercise any voting or other rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by this Debenture over them. Unless and until the occurrence of a Declared Default in respect of which the Agent has given notice under the Facilities Agreement:

- (a) all voting and other rights attaching to Specified Investments belonging to the Chargor shall continue to be exercised by the Chargor for so long as it remains their registered owner and the Chargor shall not permit any person other than the Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of such Specified Investments or any part of them; and
- (b) if Specified Investments belonging to the Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting and other rights attaching to them shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time received from the Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights.

- 5.2 By Clause 12.2 (*Positive covenants*), the Chargor covenanted with the Security Agent that it shall (at its own expense):
- (a) procure that any person holding Specified Investments as its nominee or to its order shall execute and deliver to the Security Agent or as it directs a letter substantially in the form set out in Schedule 6 (Form of Nominee's Undertaking); and
 - (b) execute and deliver to the Security Agent or as it directs such documents, transfers and powers of attorney, give such instructions and perform such other acts as the Security Agent may reasonably require at any time to convert any of the Chargor's certificated Specified Investments into uncertificated form (or vice versa).
- 5.3 By Clause 12.3 (*Negative covenants*), the Chargor covenanted with the Security Agent that it will not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied (except by way of a Permitted Transaction).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05268258

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A DEBENTURE DATED THE 19th MAY 2006 AND CREATED BY CENTER PARCS SPA DIVISION HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE BENEFICIARIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES