

395

Pursuant to section 395 of the Companies Act 1985

Company number

1113

05456406

* Sun CP Newtopco Limited (the "Company")

Date of creation of the charge

14 December 2006

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

Debenture dated 14 December 2006 (the "Debenture") between the Company and Capita Trust Company Limited as trustee for each of the Finance Parties (the "Security Trustee") and others

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents, including any liability in respect of any further advances made under the Finance Documents, in accordance with their respective terms, and an indemnity in favour of the Finance Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure so to pay, discharge or satisfy those obligations, except for any liability or sum which, if it were included, would cause that covenant or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law (the "Secured Obligations")

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

Capita Trust Company Limited
7th Floor, Phoenix House
18 King William Street

Postcode EC4N 7HE

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

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

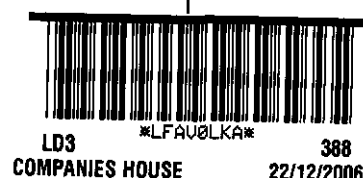
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Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached Schedule 1

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)

Signed Attford Chance LLP

Date 22 December 2006

On behalf of ~~XXXXXX XXXXXXXX~~ [chargee] † Capita Trust Company Limited

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

Notes

† delete as
appropriate

- 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 1 to Form 395 dated 22 December 2006
for Sun CP Newtopco Limited (registered in England & Wales number 05456406)

1. SECURITY

1.1 Fixed Charges

Under the Debenture the Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture is a charge by way of legal mortgage) all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to its uncalled capital;
- 1.1.6 the Investments;
- 1.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 1.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

1.2 Assignment by way of Security

To the extent not validly and effectively charged by way of first fixed charge under the Debenture as described in Clause 1.1 (*Fixed Charge*), the Company has, under the Debenture, assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

- 1.2.1 the proceeds of any Insurance Policies and all Related Rights;
- 1.2.2 all rights and claims in relation to any Control Accounts;
- 1.2.3 the Specific Contracts;

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- 1.2.4 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property;
- 1.2.5 any Rental Income and Disposal Proceeds and the right to make demand for and receive the same; and
- 1.2.6 all (i) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable in respect of the items referred to) and (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery, in each case, relating to all or any part of the Real Property.

1.3 **Floating charge**

- 1.3.1 To the extent not effectively charged by way of first fixed mortgage or charge as described in Clause 1.1 above, the Company has, under the Debenture, charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company (save for any assets situate in Jersey).
- 1.3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge referred to in Clause 1.3.1 above.

1.4 **Real Property**

A reference in this Clause 1 to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

2. **DEFINED TERMS**

- 2.1 In this Form 395 the following terms have the following meanings:

"Account" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or sub account of that account) save for any account situate in Jersey, the debt or debts represented thereby and all Related Rights.

"Control Account" means any Account that may from time to time be identified in writing as a Control Account by the Security Trustee.

"Disposal" means:

- (a) the transfer, assignment, assignation, conveyance or sale (including the grant of a lease at a premium) of the Company's interest in all or part of any Property;

- (b) the direct or indirect disposal of Shares in an Obligor which owns a Property;
or
- (c) the direct or indirect disposal of any business carried out by the Company.

"Disposal Proceeds" means all sums paid or any other consideration received for a Disposal including (without limitation):

- (a) all compensation and damages received for any use or disturbance, blight or compulsory purchase;
- (b) any deposit (other than a deposit held on a stakeholder basis) but only to the extent not repayable by the recipient;
- (c) in the case of a direct or indirect disposal of Shares in the Company, an amount equal to any indebtedness of the Company required to be repaid in connection with the Disposal, or of which a purchaser agrees to procure repayment; and
- (d) any amount in respect of or which represents VAT.

"Facilities Agreement" means the Secured Facilities Agreement dated 8 December 2006 made between Comet Refico Limited and Forest Refico Limited as Original Borrowers, the Original Guarantors, the Arranger, the Original Lenders, the Tranche A Agent, the Tranche B Agent, the Tranche C Agent and the Security Trustee, each as defined in such agreement.

"Finance Document" means each of:

- (a) the Facilities Agreement;
- (b) the Security Documents (being the Debenture, each Legal Charge, the Jersey Security Document and any Securitisation Floating Charge Debenture);
- (c) each Transfer Certificate;
- (d) each Fee Letter;
- (e) each Securitisation Fee Letter;
- (f) each Hedge Document;
- (g) each Utilisation Request;
- (h) the Intercreditor Deed;
- (i) each Margin Letter;
- (j) each Accession Letter; and
- (k) any document designated as such in accordance with the terms of the Facilities Agreement.

"Finance Party" means each of the Security Trustee, any Receiver or delegate thereof, the Tranche A Agent, the Tranche B Agent, the Tranche C Agent, each Arranger, each Hedge Counterparty and each Lender (each as further defined in the Facilities Agreement).

"Hedge Document" means any master agreement, schedule, confirmation or other document recording or evidencing the terms of any hedge transaction.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest, save for any such policy written under Jersey Law.

"Intellectual Property" means 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 (save for any such property registered or originating in Jersey), the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf (save for any such investments held in Jersey entities) and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Legal Charge" means a mortgage or legal charge in respect of all or any part of the Real Property entered into by the Company in accordance with clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 6 of the Debenture (*Form of Legal Charge*).

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company) save for any such claims existing in Jersey.

"Obligor" means each of the Company, the Borrowers and the other Guarantors (each as further defined in the Facilities Agreement).

"Property" means:

- (a) each of the properties listed in Schedule 3 (*The Properties*) more particularly defined as the Charged Property in each Debenture and each Legal Charge; and
- (b) any other present or future freehold and leasehold property in which an Obligor has an interest, other than the Head Office and the Chapel Spa,

but any such property shall cease to be included in this definition if that property is irrevocably released from the Security constituted under the Finance Documents.

"Property Owners" means each or any of:

- (a) CP (Sherwood Property) Limited a company registered in England and Wales with company number 04380180;
- (b) Longleat Property Limited a company registered in England and Wales with company number 04379589;
- (c) Elveden Property Limited a company registered in England and Wales with company number 04379580; and
- (d) CP (Oasis Property) Limited a company registered in England and Wales with company number 04379582.

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

including all Related Rights.

"Related Rights" means, in relation to any asset:

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

"Rental Income" means all sums paid to or for the benefit of any Property Owner arising from the letting, use or occupation of all or any part of any Property including without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;

- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) any other moneys payable in respect of use and/or occupation;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any letting;
- (e) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, a Property;
- (f) proceeds paid for a breach of covenant under any Lease in relation to a Property in relation to expenses incurred in relation to any such breach;
- (g) any contribution by a tenant of a Property to payments due under any Head Lease;
- (h) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (i) interest, damages or compensation in respect of any of the items in this definition; and
- (j) any VAT payable on any sum mentioned in this definition.

"Security" means a mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into to create or confer security over any asset.

"Shares" means the shares specified in Schedule 2 Part 1 (*Details of Shares*).

"Specific Contracts" means the Hedge Document and any other contracts specified in Schedule 2, Part 2 (*Specific Contracts*).

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"VAT" means value added tax imposed by the Value Added Tax Act 1994 and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time.

2.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facilities Agreement.

3. ADDITIONAL INFORMATION

The Debenture and Facilities Agreement contain:

- (a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets; and
- (b) a covenant for further assurances.

Schedule 2 to Form 395 dated 22 December 2006

Part 1
Details of Shares

Company in which shares held	Shares secured
Sun CP Newmidco Limited	100% of the issued share capital

Part 2
Specific Contracts

None

Schedule 3 to Form 395 dated 22 December 2006

The Properties

Freehold/Long Leasehold Titles

No.	Property	Title Number	Owner
1.	Center Parcs Holiday Village, Horningsham Road, Longleat Warminster and Aucombe House, Longleat, Wiltshire	WT190379 WT196071	Longleat Property Limited
2.	Elveden Forest Holiday Parc, Warren Wood, Elveden, Suffolk	SK209974	Elveden Property Limited
3.	Oasis Holiday Camp, Whitfield Forest, South Whinefell Farm; and 1 and 2 Sawmill Cottages, Brougham, Cumbria	CU116467 CU116564 CU129403	CP (Oasis Property) Limited
4.	Sherwood Forest Holiday Parc, Old Rufford Road, Rufford, Nottingham	NT354707	CP (Sherwood Property) Limited

Leasehold Titles

No.	Property	Title Number	Owner (Forest Tenant)
1.	Center Parcs Holiday Village, Horningsham Road, Longleat Warminster and Aucombe House, Longleat, Wiltshire		Center Parcs (Operating Company) Limited
2.	Elveden Forest Holiday Parc, Warren Wood, Elveden, Suffolk		Center Parcs (Operating Company) Limited
3.	Oasis Holiday Camp, Whitfield Forest, South Whinefell Farm; and		Center Parcs (Operating Company)

	1 and 2 Sawmill Cottages, Brougham, Cumbria		Limited
4.	Sherwood Forest Holiday Parc, Old Rufford Road, Rufford, Nottingham		Center Parcs (Operating Company) Limited

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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. 05456406

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2006 AND CREATED BY SUN CP NEWTOPCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 22nd DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES