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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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

17

6061727

Name of company

* DOME PROPCO LIMITED (the "Company")

Date of creation of the charge

12 June 2008

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

SUPPLEMENTAL CHARGING DOCUMENT dated 12 June 2008 between the Company and Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) (the "Security Agent") (the "Supplemental Charging Document") which is supplemental to the Original Debenture

Amount secured by the mortgage or charge

All monies or liabilities due, owing or incurred to any Secured Party by any Charging Company under any Senior Finance Document as at 12 June 2008 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

BANK OF SCOTLAND plc (formerly known as the Governor and Company of the Bank of Scotland),
155 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the
"Security Agent")

Postcode EC2M 3YB

Presenter's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

MZA/470S 00292/9867448

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



ANLPO0RM

A47

21/06/2008

146

COMPANIES HOUSE

1 CHARGING CLAUSE

1.1 The Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage the property specified in schedule 1 (The Property) (as set out in schedule 1 hereto) of the Supplemental Charging Document (the "Property") together with all buildings and fixtures (including trade fixtures) on that property, and

(b) by way of first fixed charge

(i) all other interests (not charged under clause 2.1(a) of the Supplemental Charging Document) in the Property, the buildings and fixtures (including trade fixtures) on the Property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

Continued on Addendum 4/4

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)

N/A

Signed Ashtun LLP

Date 19/06/08

On behalf of ~~XXXXXX~~ [mortgagee/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 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.

Name of company

*insert full name
of Company

* DOME PROPCO LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE

In this Form 395

"Borrower" means the Company,

"Charging Companies" means the Charging Companies as defined in the Original Debenture,

"Facility Agent" means Bank of Scotland plc (formerly known as the Governor and Company of the Bank of Scotland),

"Original Debenture" means the debenture dated 21 March 2007 between, amongst others, the Charging Companies and the Security Agent,

"Secured Parties" means the Senior Finance Parties,

"Security" means the Security as defined in the Senior Finance Agreement,

"Senior Facilities Agreement" means the facilities agreement dated 21 March 2007 between, amongst others, (1) Dome Structureco Limited (2) Dome Propco Limited (3) The Governor and Company of the Bank of Scotland (4) the Original Lenders (as defined therein) as restated in a restatement agreement dated 5 October 2007, under which certain lenders have made available loan facilities to the Borrower,

"Senior Finance Documents" means the Senior Finance Documents as defined in the Senior Facilities Agreement,

"Senior Finance Parties" means the Senior Finance Parties as defined in the Senior Facilities Agreement

Addendum 3/4

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

Name of company

*insert full name
of Company

* DOME PROPCO LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(ii) its rights now and hereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered, and

(iii) if not effectively assigned by clause 2.2 (Security Assignment) of the Supplemental Charging Document, all its rights and interests in (and claims under) the Assigned Agreements as specified in Schedule 2 (Assigned Agreements) (as set out in schedule 2 hereto) to the Supplemental Charging Document

1.2 Security Assignment

As further continuing security for the payment of the Indebtedness, the Company assigns with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements to the extent that they are capable of being assigned and provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign to the Company its right, title and interest in the Assigned Agreements to the Company (or as it shall direct)

2 Continuation

(a) The Original Debenture will remain in full force and effect as supplemented by the Supplemental Charging Document. From the 12 June 2008, the Original Debenture and the Supplemental Charging Document shall be read and construed together

(b) This security is to be in addition to and shall neither be merged nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of the Supplemental Charging Document hold for any of the Indebtedness and this security may be enforced against the Company without first having recourse to any other rights of the Security Agent or any other Secured Party

(c) References in the Original Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Original Debenture as amended by the Supplemental Charging Document and to the Supplemental Charging Document

3 Negative Pledge and Disposal Restrictions

The Company shall not

(a) create or agree to create or permit to subsist any Security over all or part of the Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

Name of company

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(c) dispose of the equity of redemption in respect of all or any part of the Property,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

The Property

All that leasehold land known as the land abutting Hyde Road and off Landguard Road, Shanklin, Isle of Wight which was demised pursuant to a lease dated 26 February 2008 between the Isle of Wight Council as landlord and Park Resorts UK Limited as tenant

SCHEDULE 2

Assigned Agreements

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6061727
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGING
DOCUMENT DATED 12 JUNE 2008 AND CREATED BY DOME
PROPCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY SECURED PARTY BY ANY
CHARGING COMPANY 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 21 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**