

MG01

Particulars of a mortgage or charge



79397/221

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

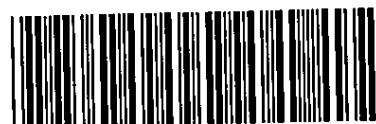
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

SATURDAY



P099ZE6Q

PC1

17/10/2009

1062

COMPANIES HOUSE

1

Company details

Company number

0 6 0 6 1 7 6 5

Company name in full

DOME HOLDINGS LIMITED (the "Company")

2

For official use

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

0 6 1 0 2 0 0 9

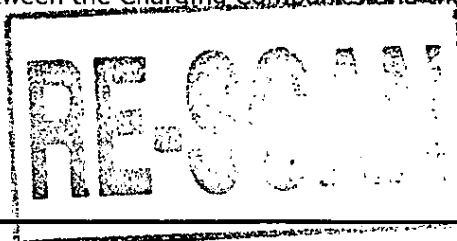
3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

DEBENTURE dated 6 October 2009 between the Charging Companies and the Security Agent (the "Debenture").



4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document as at 6 October 2009 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 continuation sheet

Continuation page

Please use a continuation page if you need to enter more details.

19/10/09

385

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page
Please use a continuation page if you need to enter more details.

Name BANK OF SCOTLAND PLC, LIBOR Product Management (Agency)

Address 150 Fountainbridge, Edinburgh, as security trustee for itself and
the other Secured Parties (the "Security Agent")

Postcode E H 3 9 P E

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

1. CHARGING CLAUSE**1.1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets (other than in respect of the Software obtained by the Company on licence and any information in the Customer Databases obtained by the Company on licence), both as at 6 October 2009 and in future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage:

(i) all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

(ii) subject to clause 3.8 (Mortgage of Shares) of the Debenture, as set out in clause 1.6 below, all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 3.1(a) of the Debenture, as set out in clause 1.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that 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;

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;

Continued on continuation sheet.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X

Ashurst LLP

X

This form must be signed by a person with an interest in the registration of the charge.

MG01**Particulars of a mortgage or charge****Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **SCL/AOP/470S.00342/14527068**

Company name
Ashurst LLP

Address **Broadwalk House**

5 Appold Street

Post town **London**

County/Region

Postcode

E	C	2	A		2	H	A
---	---	---	---	--	---	---	---

Country **England**

DX **639 London City**

Telephone **+44 (0)20 7638 1111**

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

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

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge.
Amount secured	<p>In this Form:</p> <p>"Assigned Agreements" means the Acquisition Documents (other than the Roll Up Documents and the Escrow Agreement), the Hedging Agreements, the Opco Leases, the Tax Indemnity, the Key-person Policies 9as all such terms are defined in the Senior Facilities Agreement), the Insurances, the Intra-Group Purchase Agreements, the Intra-Group Loan Agreements (as all such terms are defined in the Debenture), those agreements listed at schedule 4 to the Debenture and any other agreement designated as an Assigned Agreement by the Company and the Security Agent;</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading;</p> <p>"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, as both such terms are defined in the Senior Facilities Agreement;</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;</p> <p>"Charging Companies" means each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 7 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify;</p> <p>"Customer Databases" means the InSite database, the Travelling database and the Email database each compiled by or on behalf of the Group recording details of customers and potential customers of the Group and all modifications, amendments and additions thereto made by the Group including all copies of the databases in whatever form they appear, which excludes for the avoidance of doubt, all Software;</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 29.21 (Acceleration) of the Senior Facilities Agreement;</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Event of Default" means any event or circumstance specified as such in clause 29 (Events of Default) of the Senior Facilities Agreement;</p> <p>"Facility Agent" means Bank of Scotland plc;</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being;</p> <p>"Group Company" means a member of the Group;</p> <p>Continued on continuation sheet.</p>

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

"Intellectual Property" means the Intellectual Property Rights owned by the Company, as at 6 October 2009 or in the future, or the interests of the Company in any of those Intellectual Property Rights, as at 6 October 2009 or in the future, together with the benefit of all agreements lawfully entered into as at 6 October 2009 or in the future or the benefit of which is enjoyed by the Company relating to the use or exploitation of any Intellectual Property Rights including but not limited to the items listed in schedule 5 to the Debenture, as set out in schedule 4 hereto;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand, domain and trade names, all copyrights and rights in the nature of copyright or database rights (including the Database Rights as such term is defined in the Debenture), all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Nominated Accounts" means such account as the Security Agent may nominate;

"Obligor" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement);

"Original Borrower" means Dome Bidco Limited (CRN: 06061777);

"Quasi-Security" has the meaning given to that term in clause 27.14 (Negative Pledge) of the Senior Facilities Agreement;

"Parent" means Dome Holdings Limited (CRN: 6061765);

"Propco" means Dome Propco Limited (CRN: 6061727);

"Property" means Property as such term is defined in the Senior Facilities Agreement;

"Rental Income" means the aggregate of all amounts paid or payable to or for the benefit or account of Propco and/or Dome Structureco Limited (CRN: 6061780) in connection with the letting, licensing, use or occupation of any Property;

"Secured Parties" means the Senior Finance Parties;

"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 Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Security Interest" 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;

"Senior Facilities Agreement" means the facilities agreement dated 6 October 2009 under which certain lenders have made available facilities to the Parent and certain other Group Companies;

"Senior Finance Document" means Senior Finance Documents as such term is defined in the Senior Facilities Agreement;

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

"Senior Finance Parties" means Senior Finance Parties as such term is defined in the Senior Facilities Agreement;

"Software" means any computer programs used to extract, list access and print the Customer Databases, any modifications thereto and all manuals and technical specifications relating to such computer program;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006; and

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;

(v) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts;

(vi) all its rights, title and interest in the Intellectual Property (to the extent owned by the Company);

(vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(viii) its goodwill and uncalled capital; and

(ix) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Agreements.

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 6 October 2009 and in future not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, including heritable property and all other assets in Scotland and including, for the avoidance of doubt, the shares in Dome Structureco Limited held by the Original Borrower.

1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements and any Rental Income, 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 the relevant rights, title and interest in the Assigned Agreements and any Rental Income to the Company (or as it shall direct).

(b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Company may continue to deal with any Rental Income and with the counterparties to the relevant Assigned Agreements.

1.4 Conversion of Floating Charge

If:

(a) a Declared Default has occurred; or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

Continued on continuation sheet.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

1.6 Mortgage of Shares

The Security Agent shall not take any action to transfer legal title to all or any part of the Subsidiary Shares into its name or the name of any nominee which holds or may hold shares on its behalf, including, for the avoidance of doubt, completing the stock transfer forms delivered to it in accordance with clause 8.6(b) of the Debenture and/or taking any other action which may be necessary or required to transfer legal title to such shares to it or its nominee until such time as:

- (a) a Declared Default has occurred; or
- (b) the Security Agent is, acting reasonably, of the view that any legal process or execution is being enforced against such Subsidiary Shares (or part thereof) or that such Subsidiary Shares (or part thereof) are in danger of being seized or are otherwise in jeopardy.

2. FURTHER ASSURANCE

2.1 General

(a) The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices 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)):

- (i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law;
- (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or

Continued on continuation sheet.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture.

(b) The Company shall 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 Security Parties by or pursuant to the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not:

(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) 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

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

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

SCHEDULES

SCHEDULE 1

Charging Companies

Name	Jurisdiction of Incorporation	Registered Number
Beach Finance Bond Limited	England	05223737
Beach Mezzanine Limited	England	05223731
Church Point (Leisure) Limited	England	01223570
Dome Bidco Limited	England	6061777
Dome Holdings Limited	England	6061765
Dome Opco Limited	England	6061622
Dome Propco Limited	England	6061727
Dome Structureco Limited	England	6061780
GB Holiday Parks Limited	England	04166268
GB Holiday Parks (Holdings) Limited	England	04166295
Park Resorts Limited	England	04133998
Park Resorts Group Limited	England	05223505
Park Resorts Holdings Limited	England	04178974
Park Resorts Transport Limited	England	04295935
Park Resorts UK Limited	England	04189092
Skipsea Sands Holiday Park Limited	England	06014633
Valley Farm Camping Ground Limited	England	00464040

Continued on continuation sheet

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

SCHEDULE 2

Details of Properties

None as at 6 October 2009

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares
Dome Holdings Limited	Dome Bidco Limited	75,491,605 Ordinary Shares of £1 each
	Dome Opco Limited	100 Ordinary Shares of £1 each

SCHEDULE 4

Intellectual Property

None as at 6 October 2009



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6061765
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 OCTOBER
2009 AND CREATED BY DOME HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED
THEREIN TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 17 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER
2009

(P) *PADE*

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED

4 NOVEMBER 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6061765
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 OCTOBER
2009 AND CREATED BY DOME HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 17 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES