

MR01

Particulars of a charge

136554 113



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration with
21 days** beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record. **Do not send the original**

MONDAY



LD3 16/11/2015 #59
COMPANIES HOUSE

1 Company details

Company number 09108898

Company name in full REGENT MIDCO LIMITED



For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 13/11/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC

(AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFERREES)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X

Linklaters LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Laura Bonamis**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town **London**

County/Region

Postcode **E C 2 Y 8 H Q**

Country **United Kingdom**

DX **10 Chancery Lane**

Telephone **+44 20 7456 2000**

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9108898

Charge code: 0910 8898 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2015 and created by REGENT MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2015.

Given at Companies House, Cardiff on 20th November 2015

46



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DEBENTURE

dated 13 November 2015

created by

THE COMPANIES NAMED IN SCHEDULE 1
as the Chargors

in favour of

THE ROYAL BANK OF SCOTLAND PLC
acting as the Security Agent

Linklaters

Ref L-238814

Linklaters LLP

Certified to be a true
copy of the original
.....*Linklaters LLP*.....
LINKLATERS LLP
Date.....*16 November 2015*.....

CONTENTS

CLAUSE		PAGE
1	Definitions and interpretation	1
2	Undertaking to pay ..	6
3	Fixed Charges	6
4	Assignments	7
5	Floating charge	7
6	Restrictions and further assurance	9
7	Real Property . . .	9
8	Receivables .. .	12
9	Bank Accounts . . .	13
10	Investments .	14
11	Intellectual Property	17
12	Insurance	18
13	Other Assigned Contracts . . .	19
14	General undertakings ..	20
15	Enforcement	20
16	Appointment and rights of Receivers	20
17	Security Agent's rights . . .	21
18	Order of distributions . . .	21
19	Liability of Security Agent, Receivers and Delegates .	22
20	Power of attorney . . .	22
21	Protection of third parties .	23
22	Saving provisions	23
23	Discharge of Security .. .	26
24	Payments . . .	26
25	Rights, amendments, waivers and determinations .	26
26	Separate and independent obligations .	27
27	Partial invalidity .	27
28	Counterparts .	27
29	Governing law	27
30	Jurisdiction .	27

THE SCHEDULES

SCHEDULE	PAGE
SCHEDULE 1 The Chargors	28
SCHEDULE 2 Rights of Receivers	30
SCHEDULE 3 Real Property	33
SCHEDULE 4 Investments	48
SCHEDULE 5 Intellectual Property	50
SCHEDULE 6 Plant and Machinery	52
SCHEDULE 7 Bank Accounts	53
SCHEDULE 8 Form of Notice of Assignment	57
SCHEDULE 9 Form of Notice of Charge and Acknowledgement in Relation to Bank Account	59

THIS DEED is dated 13 November 2015 and made between

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) (the "**Chargors**"), and
- (2) The Royal Bank of Scotland plc as security agent for the benefit of the Secured Parties (the "**Security Agent**", which expression includes its successors and assigns).

Background

- (A) The Chargors are entering into this Deed in connection with the Finance Documents
- (B) The board of directors of each Chargor is satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents

This Deed witnesses the following

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed unless a contrary indication appears, terms used in the Senior Facilities Agreement have the same meaning and construction when used in this Deed. In addition

"**Account Bank**" means any Lender, any Affiliate of any Lender or such other bank or financial institution with whom a Chargor has, from time to time, any Bank Account.

"**Acquisition Agreements**" has the meaning given to that term in the Senior Facilities Agreement

"**Acquisition Documents**" has the meaning given to that term in the Senior Facilities Agreement

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"**Assigned Contracts**" means, in relation to a Chargor

- (a) all its rights, title and interest from time to time in, against and to:
 - (i) any Acquisition Document, and
 - (ii) any Hedging Agreement, and
- (b) the Insurances, including all moneys payable to any Chargor, all proceeds and premium in respect of Insurances, all benefits of Insurances and any claims, awards and judgments in favour of any Chargor, under or in connection with the Insurances

"**Bank Accounts**" means, in relation to a Chargor, all current, deposit or other accounts (but excluding any Excluded Bank Account(s)) with any bank or financial institution or other person in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts and the debts

represented by them and includes any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts, including each of the accounts listed at Schedule 7 (*Bank Accounts*)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed

"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable

"Declared Default" has the meaning given to the term "Acceleration Event" in the Intercreditor Agreement

"Delegate" means a delegate or sub-delegate appointed under Clause 17.2 (*Delegation*)

"DHL Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Senior Facilities Agreement relating to the DHL Acquisition and made between the Company and the DHL Vendor

"Dividends" means, in relation to any Investment, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Investment,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Investment,
- (c) allotments, offers and rights accruing or offered in respect of that Investment, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Investment

"Dormant Company" means each of the following companies incorporated in England and Wales

- (a) Church Point (Leisure) Limited (registration number 01223570),
- (b) South Lakeland Leisure Estates Limited (registration number 05393180),
- (c) South Lakeland Caravans Limited (registration number 05933528),
- (d) Newquay Holiday Parks Limited (registration number 01377027),
- (e) Ruda Holiday Park Limited (registration number 01347793), and
- (f) Pactrem Limited (registration number 02302747)

"Excluded Bank Account" means

- (a) in respect of Parkdean Holidays Limited, a statutory squeeze-out account with account number 03666662, account name 'Parkdean Holidays Ltd Section 981(9) Trust Account Number 2' with Barclays,

- (b) in relation to a Chargor, all current, deposit or other accounts with any bank or financial institution or other person in which it now or in the future holds monies on trust for its clients or clients of the Group received through the sale of insurance (including, in the case of Parkdean Holidays Limited, (i) account number 90182532, account name 'Parkdean Holidays Ltd Non Statutory Trust Client Number 1 a/c' with Barclays, and (ii) account number 93975312, account name 'Parkdean Holidays Ltd Non Statutory Trust Client Number 2 a/c', with Barclays),
- (c) in relation to a Chargor, all current, deposit or other accounts with any bank or financial institution or other person in which it now or in the future holds monies on trust for any life assurance scheme maintained by the Group (including in the case of Parkdean Holidays Limited, account number 70145335, account name 'Parkdean Holidays pie as Trustees of the Parkdean Holidays Group Life Assurance Scheme' with Barclays),

and all balances now or in the future standing to the credit of or accrued or accruing on those accounts and the debts represented by each account referred to in paragraphs (a) to (c) above and includes any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts

"Excluded Investments" means, in relation to a Chargor, any Investments in or issued by

- (a) any Dormant Company,
- (b) any member of the Group situated or incorporated in Scotland, and/or
- (c) Premier Dawn (EBT) Limited

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by the Parent, the Company or any other Borrower and a Hedge Counterparty on ISDA standard terms for the purpose of hedging interest rate liabilities in relation to the Term Facility in accordance with the Hedging Letter

"Insolvency Act" means the Insolvency Act 1986

"Insurances" means, in relation to a Chargor, all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and which, if a claim were made under that contract or policy, would be capable of triggering the provisions of clause 10.2 (*Disposal, Insurance and Report Proceeds, Excess Cashflow and IPO*) of the Senior Facilities Agreement

"Intellectual Property" means, in relation to a Chargor, all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and knowhow, plant variety rights, pharmaceutical protection rights and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and

including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" means, in relation to a Chargor

- (a) the shares described in Schedule 4 (*Investments*),
- (b) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (c) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (d) Dividends, interest and distributions of any kind and any other sum received or receivable in respect of any such securities and investments,
- (e) all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option or subscription rights or otherwise to or in respect of any such securities or investments or in substitution, conversion or exchange for any such securities or investments,
- (f) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (g) all other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of any such securities or investments,

in each case now or in the future owned by it legally or beneficially or (to the extent of its interest) in which it now or in the future has an interest and whether held by that Chargor or any nominee on its behalf

"LPA" means the Law of Property Act 1925

"Party" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees

"PD Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Senior Facilities Agreement relating to the PD Acquisition and made between the Company and the PD Vendor

"Real Property" means, in relation to a Chargor, material freehold and leasehold real property of that Chargor in England and Wales and all other real property anywhere in the world (but excluding any real property that is subject to security under the laws of a jurisdiction other than England and Wales) (in each case) including any estate or interest in that property and all rights from time to time attached or relating thereto and all buildings and Fixtures from time to time therein or thereon

"Receivables" means all material book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and

the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Receiver" means a receiver and/or manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"RT Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Senior Facilities Agreement relating to the RT Acquisition and made between the Company and the RT Vendor

"Secured Investments" means any Investments other than Excluded Investments

"Secured Liabilities" means, in relation to a Chargor, all the Secured Obligations (as defined in the Intercreditor Agreement) and which, for the avoidance of doubt, include any Liabilities (as defined in the Intercreditor Agreement) incurred pursuant to any Facility D established pursuant to clause 2.2 (*Facility D*) of the Senior Facilities Agreement

"Secured Party" has the meaning given to that term in the Intercreditor Agreement

"Senior Facilities Agreement" means the senior facilities agreement dated 29 August 2015 (as amended and restated on 12 October 2015) between amongst others, Compass Midco Limited as the Parent, Compass Holdco 2 Limited as the Company, Compass Bidco Limited as Bidco, the Original Borrowers named therein, the Original Guarantors named therein, the Arranger named therein, the Original Lenders named therein, the Facility Agent named therein and the Security Agent

"Trading Stock" means trading assets (including any part of the Group's caravan, lodge, chalet or holiday unit fleet or stock) which are permitted to be disposed of in accordance with paragraph (a) of the definition of Permitted Disposal in the Senior Facilities Agreement

"TT Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Senior Facilities Agreement relating to the TT Acquisition and made between the Company and the TT Vendor

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument
- (b) In construing this Deed, the provisions in clause 1.2 (*Construction*) of the Senior Facilities Agreement apply to this Deed with all necessary changes
- (c) **"continuing"** in relation to an Declared Default means that the relevant Declared Default has occurred and the underlying notice of acceleration has not been withdrawn by the Facility Agent

1 3 Conflict

- (a) This Deed shall be subject to the terms of the Senior Facilities Agreement and to the terms of the Intercreditor Agreement. If and to the extent any provision of this Deed (other than Clause 29 (*Governing law*) and Clause 30 (*Jurisdiction*)) is inconsistent with the provisions of
- (i) the Senior Facilities Agreement, then (to the extent permitted by law) the Senior Facilities Agreement shall prevail, or
 - (ii) the Intercreditor Agreement, then (to the extent permitted by law) the Intercreditor Agreement shall prevail
- (b) If and to the extent any provision of this Deed is inconsistent with the provisions of any Secured Document (other than the Senior Facilities Agreement and/or the Intercreditor Agreement), then (to the extent permitted by law) the terms of this Deed shall prevail

1 4 Third Party Rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

2 UNDERTAKING TO PAY

2 1 Payment of Secured Liabilities

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due in accordance with the terms of the relevant Finance Document or, if they do not specify a time for payment, within 3 Business Days of demand by the Security Agent

2 2 Proportionate payment

Each sum appropriated by the Security Agent in accordance with the Finance Documents in or towards payment of a particular part of the Secured Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Secured Liabilities both to any Secured Party to which the same is owed, and to the Security Agent

3 FIXED CHARGES

The Chargor, as legal and beneficial owner and as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties)

- (a) except where Clause 7 8 (*Charge of proceeds*) applies, by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*)) now belonging to it,

- (b) except where Clause 7 8 (*Charge of proceeds*) applies, by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (i) Receivables (except where Clause 8 4 (*Charge of proceeds (Receivables)*) applies),
 - (ii) Bank Accounts,
 - (iii) Secured Investments (except where Clause 10 7 (*Charge of proceeds (Investments)*) applies),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property (except where Clause 11 5 (*Charge of proceeds*) applies) (including that described in Schedule 5 (*Intellectual Property*)),
 - (vi) beneficial interest in any pension fund, and
 - (vii) material plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of this Clause 3 but including that described in Schedule 6 (*Plant and Machinery*)),

but, in each case, excluding any Trading Stock and/or any Excluded Investments

4 ASSIGNMENTS

4 1 Assignments

Each Chargor, as legal and beneficial owner and as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them) assigns and agrees to assign to the Security Agent (as trustee for itself and on behalf of the Secured Parties) absolutely all its present and future rights, title, interest and benefit (if any) in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of that Chargor, under or in connection with the Assigned Contracts

4 2 Chargor still liable

Each Chargor shall remain liable to perform all its obligations under the Assigned Contracts in accordance with the terms thereof and no Secured Party nor any Delegate shall be under any obligation or liability to that Chargor or any other person under or in respect of any Assigned Contract

5 FLOATING CHARGE

5 1 Creation

Each Chargor, as legal and beneficial owner and as continuing security for the due and punctual payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed*

Charges) and Clause 4 (*Assignments*) and including all assets, undertakings and rights in Scotland) other than any Excluded Bank Account and/or any Excluded Investments (other than any Investments in or issued by Southernness Holiday Village (Holdings) Limited)

5 2 Qualifying Floating Charge

- (a) The floating charge created by each Chargor pursuant to Clause 5 1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of each Chargor pursuant to that paragraph

5 3 Ranking

The floating charge created by each Chargor ranks

- (a) behind all the mortgages, fixed charges and assignments created by that Chargor, but
- (b) in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph (f) (*Borrow money*) of Schedule 2 (*Rights of Receivers*) or any fixed charges created which are permitted under the terms of the Senior Facilities Agreement

5 4 Conversion by notice

The Security Agent may convert the floating charge over all or any of the Charged Assets into a fixed charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) at any time following the occurrence of a Declared Default which is continuing

5 5 Automatic conversion

If

- (a) any Chargor takes any step to create any Security in breach of Clause 6 1 (*Security*) over any of the Charged Assets not subject to a fixed charge, or
- (b) any person takes any formal step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge without notice

5 6 Assets situated in Scotland or governed by Scots law

Clauses 5 4 (*Conversion by notice*) and 5 5 (*Automatic conversion*) shall not apply

- (a) to any assets of any Chargor situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion, and/or
- (b) solely by reason of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000

6 RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

No Chargor shall create or permit to subsist any Security or Quasi Security over any Charged Asset, nor do anything else prohibited by clause 25.13 (*Negative pledge*) of the Senior Facilities Agreement, except as permitted under the terms of the Senior Facilities Agreement or the terms of the Intercreditor Agreement

6.2 Disposal

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset, except as permitted under the terms of the Finance Documents

6.3 Further assurance

- (a) Subject to the Security Principles, each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or any Receiver or Delegate may reasonably specify (and in such form as the Security Agent or any Receiver or Delegate 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 this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Agent or any Receiver, Delegate or the Secured Parties provided by or pursuant to this Deed or by applicable law,
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed
- (b) Subject to the Security Principles, each Chargor 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 Secured Parties by or pursuant to this Deed
- (c) In relation to any provision of this Deed which requires a Chargor to deliver any document for the purposes of granting Security for the benefit of all or any of the Secured Parties, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution

7 REAL PROPERTY

7.1 Acquisition

Each Chargor shall, no later than five Business Days of the relevant date of any agreement to acquire any Real Property, notify the Security Agent of its acquisition of, or agreement to acquire

(either itself or through a nominee or delegate), any Real Property which is material to the business of that Chargor or of the Group

7.2 Documents

Each Chargor shall (in respect of Real Property in which it has an interest as at the date of this Deed) within 10 Business Days of the date of this Deed and (in respect of Real Property in which it acquires an interest after the date of this Deed) within 10 Business Days after acquiring that interest, deposit with the Security Agent, and the Security Agent shall be entitled to hold (until the Security created or purported to be over that Real Property is released in accordance with the terms of the Finance Documents), all title deeds and documents constituting or evidencing title to that Real Property

7.3 Existing Real Property in England and Wales

Subject to Clause 7.5 (*Unregistered Real Property in England and Wales*), in the case of each Chargor's existing Real Property in England and Wales, that Chargor shall (within 10 Business Days of the date of this Deed)

- (a) apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and for registration of that Chargor as proprietor of that Real Property,
- (b) apply to the Land Registry to register the first legal mortgage created or purported to be created by paragraph (a) of Clause 3 (*Fixed Charges*),
- (c) submit to the Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the first legal mortgage created or purported to be created by paragraph (a) of Clause 3 (*Fixed Charges*), and
- (d) (or, if later, within any applicable time limits) pay all registration or other fees associated with taking any of the action specified in paragraphs (a) to (c) above,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and shall pay all applicable registration fees

7.4 Future Real Property in England and Wales

Subject to Clause 7.5 (*Unregistered Real Property in England and Wales*), if any Chargor acquires any Real Property in England and Wales after the date of this Deed, that Chargor shall (within 10 Business Days of acquiring an interest in that Real Property)

- (a) apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and for registration of that Chargor as proprietor of that Real Property,
- (b) apply to the Land Registry to register the first fixed equitable charge created or purported to be created by paragraph (b) of Clause 3 (*Fixed Charges*),

- (c) apply to the Land Registry requesting a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created or purported to be created by paragraph (b) of Clause 3 (*Fixed Charges*), and
- (d) (or, if later, within any applicable time limits) pay all registration or other fees associated with taking any of the action specified in paragraphs (a) to (c) above,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall, as soon as reasonably practicable, provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and shall pay all applicable registration fees

7 5 Unregistered Real Property in England and Wales

In the case of a Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered and in respect of which the title deeds and documents are not (for whatever reason) deposited with the Security Agent, that Chargor shall, as soon as reasonably practicable, apply to register this Deed and the Charges at the Land Charges Registry

7 6 Legal charge

As security for the Secured Liabilities, each Chargor shall, as soon as reasonably practicable, execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or Wales which is then not subject to a legal charge in favour of the Security Agent as the Security Agent requires. The relevant Chargor shall (within 10 Business Days of granting that legal charge) apply to the Land Registry for registration of any such legal charge in the same way as set out in paragraphs (a) to (c) of Clause 7 3 (*Existing Real Property in England and Wales*), unless the Security Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in the last paragraph of Clause 7 3 (*Existing Real Property in England and Wales*)

7 7 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 7, each Chargor shall, as soon as reasonably practicable, supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry

7 8 Charge of proceeds

To the extent that any Real Property is not secured or capable of being secured under the terms of the contract or arrangement constituting that Real Property

- (a) each Charge purported to be effected over that Real Property by Clause 3 (*Fixed Charges*) shall operate as a charge of any and all proceeds of that present or future Real Property received by a Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), and
- (b) the relevant Chargor shall use its reasonable endeavours for a period of 20 Business Days from the date of acquiring an interest in that Real Property to ensure that the

consent of the relevant counterparty under the terms of the contract or arrangement relating to that Real Property is granted in order to remove the relevant restriction which prevents that Real Property from being secured or being capable of being secured but, notwithstanding the forgoing, shall not be obliged to seek the consent of any landlord of any of its Real Property. If that Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain consent shall cease at the end of that 20 Business Day period.

7.9 No fixing

No Chargor shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset, where to do so would materially and adversely affect the Charge over or the enforcement of that Charge against that Real Property.

8 RECEIVABLES

8.1 Collection

- (a) Subject to paragraph (b) below, each Chargor shall be permitted to deal with its Receivables in the ordinary course of business and (without prejudice to its rights to apply such proceeds as permitted or required under the terms of the Senior Facilities Agreement) shall hold the proceeds of collection on trust for the Secured Parties.
- (b) Following the occurrence of a Declared Default which is continuing, the Security Agent may take whatever steps it deems necessary to collect and realise any of the Receivables, including requiring payment direct to the Security Agent.

8.2 Payment into designated Bank Account(s)

- (a) Each Chargor shall, as soon as reasonably practicable, pay into the Mandatory Prepayment Account all moneys received or receivable by it that are required to be paid into the Mandatory Prepayment Account in accordance with clause 10.4 (*Mandatory Prepayment Accounts*) of the Senior Facilities Agreement.
- (b) Subject to paragraph (a) above, at any time following the occurrence of a Declared Default which is continuing, each Chargor shall promptly pay all moneys received or receivable by it from any source (including all proceeds of collection of Receivables) directly into a Bank Account (to be applied in the manner permitted or required by the Senior Facilities Agreement) in its name that is itself subject to Security in favour of the Security Agent, as security for the Secured Liabilities.

8.3 Documents

Following the occurrence of a Declared Default which is continuing, each Chargor (subject to applicable confidentiality requirements provided that such confidentiality requirements were not included primarily so as to prohibit disclosure to the Secured Parties) shall as soon as reasonably practicable execute and/or deliver to the Security Agent such documents relating to such of its Receivables as the Security Agent requires and/or take such other action as the Security Agent requires.

8 4 Charge of proceeds (Receivables)

To the extent that any Receivables are not secured or capable of being secured under the terms of the contract or arrangement constituting those Receivables

- (a) the charge purported to be effected by paragraph (c)(i) of Clause 3 (*Fixed Charges*) shall operate as a charge of any and all proceeds of those present or future Receivables received by the relevant Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), and
- (b) the relevant Chargor shall use its reasonable endeavours to ensure that the consent of the relevant counterparty which is a member of the Group under the terms of the contract or arrangement constituting those Receivables is granted in order to remove the relevant restriction which prevents those Receivables from being secured or being capable of being secured (for the avoidance of doubt, that Chargor shall not be obliged to seek the consent of any person which is not a member of the Group)

9 BANK ACCOUNTS

9 1 Notification of changes to or additional Bank Accounts

Each Chargor shall, as soon as reasonably practicable after the date on which it opens a Bank Account after the date of this Deed or the date on which any changes occur to any of its Bank Accounts (other than changes of an administrative or technical nature), deliver to the Security Agent details of that Bank Account or of that change and, to the extent that that Bank Account (whether new or as changed) is not then subject to the Security created or purported to be created pursuant to this Deed or any other Finance Document, shall (to the extent permitted by applicable law) create Security over that Bank Account in favour of the Security Agent, as security for the Secured Liabilities

9 2 Operation before Declared Default

Notwithstanding the fixed charge created by paragraph (c)(ii) of Clause 3 (*Fixed Charges*), prior to the occurrence of a Declared Default which is continuing, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account, subject to the terms of paragraph (a) of Clause 8 2 (*Payment into designated Bank Account(s)*) and the Finance Documents

9 3 Operation after Declared Default

Following the occurrence of a Declared Default which is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the Security Agent

9 4 Notice

- (a) Subject to paragraph (b) below, each Chargor shall
 - (i) in respect of any Bank Account in which it has an interest as at the date of this Deed, within five Business Days of the date of this Deed, and
 - (ii) in respect of any Bank Account in which it has an interest after the date of this Deed, within five Business Days of the date on which it acquires that interest,

give notice of the charge created or purported to be created pursuant to paragraph (c)(ii) of Clause 3 (*Fixed Charges*) by sending an appropriate notice in the forms set out in Schedule 9 (*Form of Notice of Charge and Acknowledgement in Relation to Bank Account*), with such amendments as the Security Agent may reasonably agree, duly completed to the relevant Account Bank and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice. If that Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease at the end of that 20 Business Days period.

- (b) Unless requested by the Security Agent, following the occurrence of a Declared Default which is continuing, no Chargor shall be required to serve any notice under paragraph (a) above in respect of any Bank Account (other than any prepayment account or any other restricted or blocked account) if service of that notice would prevent that Chargor from using that bank account in the course of its business.

9.5 Prior security interests of Account Banks

- (a) The Charges created by this Deed over Bank Accounts (other than any prepayment account or any other restricted or blocked account) are subject to any pre-existing Security or Quasi Security in favour of each Account Bank created either at law or in the standard terms and conditions of the Account Bank, which are (in each case) not released or waived by the relevant Account Bank.
- (b) Each Chargor shall use its reasonable endeavours for a period of 20 Business Days from the date of the first relevant correspondence in writing to each relevant Account Bank to ensure that the consent of each Account Bank to release or waive any pre-existing Security or Quasi Security in respect of each Bank Account is granted, provided, however, that this Clause shall not oblige any Chargor (other than in the case of any prepayment account or any other restricted or blocked account) to change its banking arrangements or to release or waive that pre-existing Security or Quasi Security to the extent that Chargor has so used its reasonable endeavours and that pre-existing Security or Quasi Security is permitted to subsist under the terms of the Senior Facilities Agreement.
- (c) If (other than in the case of any prepayment account or any other restricted or blocked account) a Chargor has used its reasonable endeavours but has not been able to obtain such consent of each Account Bank, its obligation to obtain consent of each Account Bank shall cease at the end of that 20 Business Days period.

10 INVESTMENTS

10.1 Documents

Without prejudice to the terms of or the rights of the Security Agent under any other Finance Document, at any time following the occurrence of a Declared Default which is continuing, each Chargor, within five Business Days of a request to do so by the Security Agent (subject to applicable confidentiality requirements provided that such confidentiality requirements were not included primarily so as to prohibit disclosure to the Secured Parties), shall promptly deliver to

the Security Agent such documents relating to such of its Secured Investments as the Security Agent requires and shall, if then requested by the Security Agent to do so

- (a) deposit with the Security Agent, or as it directs, all Secured Investments, certificates or other documents of title representing its Secured Investments,
- (b) if any of the Secured Investments are not legally and beneficially held in the sole name of that Chargor, deposit with the Security Agent a declaration of trust in respect of such Secured Investments in favour of that Chargor executed by each person other than that Chargor in whose name such Investments are registered or held, and
- (c) execute and/or deliver to the Security Agent stock transfer forms or other instruments of transfer (with the name of the transferee or assignee, the consideration and the date left blank, but otherwise duly completed and duly stamped (if applicable)) and such other documents relating to its Secured Investments as the Security Agent may reasonably require for perfecting or protecting its security over the Secured Investments

10 2 Enjoyment of rights before enforcement

At any time prior to the occurrence of a Declared Default which is continuing, all Dividends and other distributions paid or payable in respect of Secured Investments (whether held in certificated or uncertificated form) may be paid directly to the relevant Chargor free from the security created under paragraph (c)(iii) of Clause 3 (*Fixed Charges*) but, to the extent paid in cash, must (to the extent permitted by applicable law) be paid directly into a bank account (to be applied in the manner permitted or required by the Senior Facilities Agreement) in its name that is itself subject to Security in favour of the Security Agent as security for the Secured Liabilities

10 3 Exercise of voting and other rights before enforcement

Subject to Clause 10 4 (*Exercise of voting and other rights after enforcement*), each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Secured Investment as it sees fit provided that

- (a) it does so for a purpose not inconsistent with any Finance Document or that would not breach the terms of any Finance Document, and
- (b) the exercise of or failure to exercise those rights would not have an adverse effect on the validity or enforceability of the Security created hereunder or cause an Event of Default to occur

10 4 Exercise of voting and other rights after enforcement

At any time following the occurrence of a Declared Default which is continuing

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Secured Investment in such manner as it or he or she sees fit,
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights,

- (c) the Security Agent may in its discretion (in the name of the relevant Chargor or otherwise) apply all distributions, interest and other monies received in respect of such Secured Investments in accordance with Clause 18.1 (*Application of proceeds*), and
- (d) the Security Agent may in its discretion (in the name of the relevant Chargor or otherwise) transfer the Secured Investments into its own name or the name of a nominee

10.5 Dividends before enforcement

Subject to Clause 10.6 (*Dividends after enforcement*), all Dividends and other distributions paid or payable in respect of any share owned by any Chargor (whether held in certificated or uncertificated form) may be paid directly to that Chargor free from the security created under (c)(iii) of Clause 3 (*Fixed Charges*) but, to the extent paid in cash, must (to the extent permitted by local law) be paid directly into a bank account (to be applied in any manner permitted or required by the Senior Facilities Agreement) in its name that is itself subject to Security in favour of the Security Agent as security for the Secured Liabilities

10.6 Dividends after enforcement

At any time following the occurrence of a Declared Default which is continuing, each Chargor shall hold any Dividend received by it on trust for the Secured Parties and pay the same promptly to the Security Agent or as it may direct. The Security Agent shall be entitled to apply the same as permitted in accordance with the terms of the Finance Documents

10.7 Charge of proceeds (Investments)

To the extent that any Secured Investment is not secured or capable of being secured under the terms of that Secured Investment

- (a) the charge purported to be effected over that Secured Investment by paragraph (c)(iii) of Clause 3 (*Fixed Charges*) shall operate as a charge of any and all proceeds of that present or future Secured Investment received by the relevant Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), and
- (b) each Chargor shall use its reasonable endeavours for a period of 20 Business Days to ensure that the consent of the relevant counterparty under the terms of that Secured Investment is granted in order to remove the relevant restriction which prevents that Secured Investment from being secured or being capable of being secured. If that Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain consent shall cease at the end of that 20 Business Day period

10.8 Power of attorney

If any Secured Investment of a Chargor is not held in that Chargor's name, that Chargor shall, as soon as reasonably practicable, execute and deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Secured Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires

10 9 Communications

Without prejudice to Clause 6 3 (*Further assurance*), following the occurrence of a Declared Default which is continuing, each Chargor shall promptly execute and/or deliver to the Security Agent a copy of each circular, notice, report, set of accounts or other documents, communications or correspondence received by it or its nominee in connection with any Secured Investment (which, in each case is material to the interests of the Secured Parties)

11 INTELLECTUAL PROPERTY

11 1 Documents

At any time following the occurrence of a Declared Default which is continuing, upon the request of the Security Agent, each Chargor shall promptly deliver to the Security Agent such documents relating to its Intellectual Property as the Security Agent requires

11 2 Dealing with Intellectual Property before a Declared Default

Notwithstanding the fixed charge created by paragraph (c)(v) of Clause 3 (*Fixed Charges*) and prior to the occurrence of a Declared Default which is continuing, each Chargor shall be free to deal with its Intellectual Property in the ordinary course of its business (including, without limitation, allowing Intellectual Property to lapse if no longer material to its business or as otherwise permitted under the Senior Facilities Agreement), subject to the terms of the Finance Documents

11 3 Dealing with Intellectual Property after a Declared Default

Following the occurrence of a Declared Default which is continuing, no Chargor shall be entitled to sell, lease, transfer or otherwise dispose of its Intellectual Property except with the prior written consent of the Security Agent

11 4 Notice and registration

- (a) At any time following the occurrence of a Declared Default which is continuing, upon the request of the Security Agent, each Chargor shall issue a notice to each person from whom Intellectual Property is licensed, leased or from whom that Chargor otherwise derives its interest in Intellectual Property as requested by the Security Agent (such notice to be in form and substance satisfactory to the Security Agent) notifying that third party of the Security created or purported to be created under this Deed over Intellectual Property of that Chargor, and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice. If that Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease at the end of that 20 Business Day period
- (b) Subject to the Security Principles, upon the request of the Security Agent, each Chargor shall register the Security created or purported to be created under this Deed over its material Intellectual Property in such register and/or with such authorities as the Security Agent specifies (whether national or supra-national)

11 5 Charge of proceeds

To the extent that any Intellectual Property is not secured or capable of being secured under the terms of the contract, license or arrangement constituting that Intellectual Property

- (a) the charge purported to be effected over that Intellectual Property by paragraph (c)(v) of Clause 3 (*Fixed Charges*) shall operate as a charge of any and all proceeds of that present or future Intellectual Property received by the relevant Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them), and
- (b) each Chargor shall use its reasonable endeavours for a period of 20 Business Days to ensure that the consent of the relevant counterparty which is a member of the Group under the terms of the contract, license or arrangement relating to that Intellectual Property is granted in order to remove the relevant restriction which prevents that Intellectual Property from being secured or being capable of being secured (for the avoidance of doubt, that Chargor shall not be obliged to seek the consent of any person which is not a member of the Group) If that Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain consent shall cease at the end of that 20 Business Day period

12 INSURANCE

12 1 Documents

Each Chargor shall promptly (subject to any applicable confidentiality requirements provided that such confidentiality requirements were not included primarily so as to prohibit disclosure to the Secured Parties) deliver to the Security Agent a copy of each Insurance policy effected by it, and of such other documents relating to the Insurances, as the Security Agent reasonably requires

12 2 Notice

Each Chargor shall

- (a) in respect of any Insurances in which it has an interest as at the date of this Deed, within five Business Days of the date of this Deed, and
- (b) in respect of any Insurances in which it has an interest after the date of this Deed, within five Business Days of the date on which it acquires that interest,

give notice of each such assignment under Clause 4 1 (*Assignments*) of its rights, title and interest by sending an appropriate notice in the form set out in Schedule 8 (*Form of Notice of Assignment*), with such amendments as the Security Agent may reasonably agree, duly completed to each of the counterparties to that Insurance and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice. If that Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease at the end of that 20 Business Day period

12 3 Assignment of proceeds

- (a) To the extent that any such right, title, interest or benefit described in Clause 4 1 (*Assignments*) is not assignable or capable of assignment under the terms of the relevant contract or arrangement constituting that Insurance, such assignment purported to be effected by Clause 4 1 (*Assignments*) in respect of that right, title, interest or benefit shall operate as an assignment

of any and all proceeds of that present or future right, title, interest or benefit in respect of that Insurance received by such relevant Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them)

- (b) Each Chargor shall use its reasonable endeavours to ensure that the consent of the relevant counterparty to each Insurance is granted within 20 Business Days in order to remove any restriction which prevents that Insurance, or any right, title, interest or benefit in respect of that Insurance, from being secured or being capable of being secured. If that Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain consent shall cease at the end of that 20 Business Day period.

13 OTHER ASSIGNED CONTRACTS

For the purposes of this Clause 13 only, any reference to an Assigned Contract shall be deemed to exclude any Insurance.

13.1 Documents

Each Chargor shall promptly (subject to any applicable confidentiality requirements provided that such confidentiality requirements were not included primarily so as to prohibit disclosure to the Secured Parties) deliver to the Security Agent a copy of each Assigned Contract, and of such other documents relating to the Assigned Contracts, as the Security Agent reasonably requires (other than any Assigned Contract, a copy of which has been provided to the Facility Agent pursuant to another provision of the Finance Documents).

13.2 Notice

Each Chargor shall, at any time following the occurrence of a Declared Default which is continuing, subject to the Security Principles in respect of any Assigned Contract in which it has an interest as at that date, within five Business Days of the date of that Declared Default occurring, and give notice of each such assignment under Clause 4.1 (*Assignments*) of its rights, title and interest by sending an appropriate notice in the form set out in Schedule 8 (*Form of Notice of Assignment*), with such amendments as the Security Agent may reasonably agree, duly completed to each of the counterparties to that Assigned Contract and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice. If that Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgement, its obligation to obtain acknowledgement shall cease at the end of that 20 Business Day period.

13.3 Assignment of proceeds

- (a) To the extent that any such right, title, interest or benefit described in Clause 4.1 (*Assignments*) is not assignable or capable of assignment under the terms of the relevant contract or arrangement constituting that Assigned Contract, such assignment purported to be effected by Clause 4.1 (*Assignments*) in respect of that right, title, interest or benefit shall operate as an assignment of any and all proceeds of that present or future right, title, interest or benefit in respect of that Assigned Contract received by such Chargor as continuing security for the

payment, discharge and performance of the Secured Liabilities at any time owed or due to the Secured Parties (or any of them)

- (b) Each Chargor shall use its reasonable endeavours to ensure that the consent of the relevant counterparty to each Assigned Contract is granted within 20 Business Days in order to remove any restriction which prevents that Assigned Contract, or any right, title, interest or benefit in respect of that Assigned Contract, from being secured or being capable of being secured. If that Chargor has used its reasonable endeavours but has not been able to obtain such consent, its obligation to obtain consent shall cease at the end of that 20 Business Day period

14 GENERAL UNDERTAKINGS

No Chargor shall do, or permit to be done, anything which would be reasonably likely to prejudice the Charges created pursuant to this Deed which would in turn have or be reasonably expected to have a material adverse effect on the interests of the Secured Parties, in all cases, except as not prohibited under the terms of the Senior Facilities Agreement or the terms of the Intercreditor Agreement or as required under any applicable law

15 ENFORCEMENT

15.1 When enforceable

As between each Chargor and the Security Agent the Charges shall be enforceable on and at any time after the occurrence of a Declared Default which is continuing, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable while a Declared Default is continuing

15.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied or extended by this Deed shall be exercisable at any time after the occurrence of a Declared Default which is continuing

15.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed

16 APPOINTMENT AND RIGHTS OF RECEIVERS

16.1 Appointment of Receivers

If

- (a) requested by a Chargor,
- (b) any Event of Default has occurred and is continuing due to the occurrence of any of the insolvency proceedings set out at clause 26.7 (*Insolvency proceedings*) of the Senior Facilities Agreement in relation to a Chargor, or
- (c) a Declared Default has occurred which is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may

similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

16.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Asset was a reference to the part of those assets so specified or any part of those assets.

16.3 Powers and rights of Receivers

Any Receiver appointed pursuant to this Clause 16 shall have the rights, powers, discretions, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the powers and rights set out in Schedule 2 (*Rights of Receivers*).

16.4 Agent of Chargor

Any Receiver shall be the agent of the Chargor(s) for all purposes. The Chargor(s) alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver except for those incurred by reason of the Receiver's gross negligence, fraud or wilful misconduct.

16.5 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The Chargor(s) alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver except for those incurred by reason of the Receiver's gross negligence, fraud or wilful misconduct.

17 SECURITY AGENT'S RIGHTS

17.1 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

17.2 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

18 ORDER OF DISTRIBUTIONS

18.1 Application of proceeds

All amounts received or recovered by the Security Agent or any Receiver or any Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority by statute, be applied in accordance with clause 19.1 (*Order of application*) of the Intercreditor Agreement.

19 LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

19 1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession

19 2 Security Agent's liability

- (a) Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor(s), any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Asset or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or duly appointed agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence, fraud or wilful misconduct
- (b) Neither the Security Agent nor the Receiver shall be liable for any losses, involuntary or otherwise, which arise in the exercise by the Security Agent or the Receiver of their respective powers under this Deed other than where such loss arises as a consequence of that person's gross negligence, fraud or wilful misconduct

20 POWER OF ATTORNEY

20 1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which that Chargor is obliged to do (but has not done by way of further assurance or perfection) under any Finance Document to which it is party within ten Business Days of being notified of that failure and being requested to comply (including to execute mortgages or charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets), and
- (b) to, at any time following the occurrence of a Declared Default which is continuing, exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act

20 2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall lawfully do in the exercise or purported exercise of the power of attorney granted by it in Clause 20 1 (*Appointment*)

21 PROTECTION OF THIRD PARTIES

21 1 No duty to enquire

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire

- (a) whether the power or rights conferred by or pursuant to any Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised

21 2 Protection to purchasers

Subject to the provisions of this Deed, all the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate

22 SAVING PROVISIONS

22 1 Continuing Security

Subject to Clause 23 (*Discharge of Security*), the Charges are continuing Security, are made for securing further advances and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part of the Secured Liabilities

22 2 Reinstatement

If any payment by the Chargor(s) or any discharge, release or arrangement given by any Secured Party (whether in respect of the obligations of the Chargor(s) or any other Obligor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, bankruptcy, liquidation, winding up, provisional supervision, supervision, administration, receivership or similar proceedings or otherwise, without limitation, then

- (a) the liability of the Chargor(s) and each other Obligor and the Charges shall continue or be reinstated as if the payment, discharge, release or arrangement had not occurred, and
- (b) each Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargor(s), as if the payment, discharge, avoidance or reduction had not occurred

22 3 Waiver of defences

Neither the obligations of the Chargor(s) under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any

of its obligations under any Finance Document or any of the Charges (without limitation and whether or not known to it or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, the Chargor(s), any other Obligor or any other person,
- (b) the release of the Chargor(s), any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group or any such person,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor(s), any other Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status or constitution of the Chargor(s), any other Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security,
- (g) any insolvency bankruptcy, liquidation, winding-up, provisional supervision, supervision, administration, receivership or similar proceedings, or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor or other person under any Finance Document resulting from any insolvency, bankruptcy, liquidation, winding-up, provisional supervision, supervision, administration, receivership or similar proceedings or dissolution proceedings or from any law, regulation or order

22.4 Immediate recourse

The Chargor(s) waive any right they may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor(s) under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

22.5 Appropriations

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor(s) shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor(s) or on account of a Chargor's liability under this Deed

22.6 Deferral of Chargor's rights

Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other provider of Security for or any other guarantor of any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or other security taken pursuant to, or in connection with, the Finance Documents by any Secured Party,
- (d) to bring legal proceedings for an order requiring any Obligor to make any payment, or perform any obligation in respect of which that Chargor has given a guarantee, undertaking or indemnity,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 18.1 (*Application of proceeds*)

22.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party

22.8 Tacking

Each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

23 DISCHARGE OF SECURITY

23 1 Final redemption

The Security Agent shall at the request and cost of the Chargors promptly release, reassign or discharge (as appropriate) the Charged Assets from the Charges subject to, and in accordance with, the terms of the Intercreditor Agreement

23 2 Retention of security

If the Security Agent considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside on the Winding-up of a Chargor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

23 3 Consolidation

Section 93 of the LPA shall not apply to the Charges

24 PAYMENTS

24 1 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them

24 2 Payments

All payments by the Chargor(s) under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct

24 3 Continuation of accounts

At any time after

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets, or
- (b) the presentation of a petition, the passing of a resolution or any other step is taken in relation to the Winding-up of a Chargor,

any Secured Party may open a new account in the name of the Chargor(s) with that Secured Party (whether or not it permits any existing account to continue) If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which a Chargor is party

25 RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

25 1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail to the extent permitted by law

25 2 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party or any Receiver or Delegate any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

25 3 Determinations

Any certification or determination by any Secured Party, any Receiver or any Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26 SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by the Chargor(s) by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other person by or in connection with any Finance Document.

27 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

29 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

30 JURISDICTION

30 1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 30 1 is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1**THE CHARGORS**

Name of Chargor	Registration number (or equivalent, if any)
Parkdean Holidays Limited	03864124
Parkdean Holiday Parks Limited	04086679
Parkdean Properties Limited	01378529
Parkdean Caravan Parks Limited	05231267
Premier Dawn Properties Limited	03864163
Upperbay Limited	03817280
Weststar Holdings Limited	05331860
Weststar Holidays Limited	02086697
Weststar Acquisitions Limited	05333927
Bryson Group Limited	02622182
PD Parks Limited	05729731
PD Parks Holdings Limited	05729719
Hayling Island Holiday Park Limited	03788057
Park Resorts Transport Limited	04295935
Park Resorts Group Limited	05223505
Park Resorts Limited	04133998
South Lakeland Group Limited	05841393
South Lakeland Parks Limited	02906868
South Lakeland Holidays Limited	01142560
Tyson Topco Limited	08674659
Tyson Midco Limited	08674699
Tyson Bidco Limited	08675143
GB Holiday Parks Limited	04166268
Lake District Leisure Pursuits Limited	00561422
Manor Park Holiday Park Limited	05935553
Southview Leisure Park Limited	05936854
The Generations Group Limited	03726992
Regent Topco Limited	09108862

Regent Midco Limited	09108898
Regent Bidco Limited	09108928
Dome Holdings Limited	06061765
Dome Bidco Limited	06061777
Dome Structureco Limited	06061780
Dome Propco Limited	06061727

SCHEDULE 2
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 16 (*Appointment and rights of Receivers*) shall have the right, either in its own name or in the name of the Chargor(s) or otherwise and in such manner and on such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to it or to any Secured Party of any Dividends, Receivables or credit balance on any Bank Account or any other revenues deriving from any Charged Asset and to take any legal proceedings and to hold, process and enjoy the Charged Assets and to receive rents and profits thereof without any interruption or disturbance by the Chargor(s) or any other person,

(b) Carry on business

to manage and carry on any business of the Chargor(s),

(c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which a Chargor is a party,

(d) Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) to any person either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

(e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

(f) Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

(g) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

(h) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make

arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets),

(i) **Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit a Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets and in particular, without limitation, to exercise any rights of enforcing any Security by entry into possession, foreclosure, sale or otherwise and to arrange for or provide all services which he may deem proper for the efficient management or use of the Charged Assets or the exercise of such rights,

(j) **Insurance, repairs, improvements etc.**

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets,

(k) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims (evidencing its claim to the satisfaction of the Receiver) to be a creditor of the Chargor(s) or relating to the Charged Assets,

(l) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of the Chargor(s),

(m) **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

(n) **Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by the Chargor(s),

(o) **Spend money**

in the exercise of any of the above powers, to spend such sums as he may think fit and the Chargor(s) shall forthwith on demand repay to the Security Agent or the Receiver (as the case may be) all sums so spent together with interest on those sums at such rates as the Security Agent may from time to time determine from the time they are paid or incurred and until repayment those sums (together with such interest) shall be secured by the Charges,

(p) **Give notices**

to give to any lessee(s) notice to quit or to remedy a breach of covenant or for any other purpose whatsoever,

(q) **Enforce covenants**

to enforce any covenant in any lease (whether existing at the time of the appointment of such Receiver or otherwise created in any manner) and to exercise any right of re-entry or to commence proceedings to recover possession whenever such right to re-enter any Real Property arises, whether out of the proviso for re-entry contained in any lease or by virtue of a notice to quit or otherwise,

(r) **Trespassers**

to warn off, prohibit and if necessary proceed against any trespasser of any Real Property,

(s) **Grant of rights easements and privileges**

in the exercise of the power of sale in relation to any Real Property, to enter into any deed of mutual covenant or grant of any rights, easements or privileges as it shall think fit and to enter into such deeds, contracts, stipulations and agreements and to execute and do all such assurances and things as it may deem expedient or necessary, and

(t) **Other powers**

to do anything else it may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which a Chargor is party, the LPA or the Insolvency Act

SCHEDULE 3
REAL PROPERTY

Main Freehold/Head Leasehold Property Schedule (not Park Resorts Limited)			
Property (description in Certificate/Report)	Title Number	Freehold or Leasehold	Chargor
Looe Bay Holiday Park, Looe, Cornwall PL13 1NX	CL68383	Freehold	Weststar Holidays Limited
Sea Acres Caravan Park, Kenmack Sands, Helston, Cornwall	CL47831	Freehold	Parkdean Holiday Parks Limited
Brooksea Caravan Park, Ruan Minor, Helston	CL248098	Leasehold	Parkdean Holiday Parks Limited
White Acres Holiday Park, White Cross, Newquay, Cornwall, TR8 4LW	CL28716 CL109940 CL128176 CL118755 CL34723 CL70124 CL28717 CL147107 CL40787 CL92282 CL159957 CL167587 CL198026 CL201565 CL218379	Freehold	Parkdean Holiday Parks Limited
Holywell Bay Holiday Village, Holywell Bay, Newquay, Cornwall, TR8 5PE	CL163998 CL146183	Freehold	Parkdean Holiday Parks Limited
Crantock Beach Holiday Park, Crantock, Newquay, Cornwall, TR8 5RH	CL58334 CL64619 CL72935	Freehold	Parkdean Holiday Parks Limited

Newquay Holiday Park, Tregenna, Newquay, Cornwall, TR8 4HS	CL162692 CL165926	Freehold and leasehold	Parkdean Holiday Parks Limited
St Minver Holiday Estate, St Minver, Wadebridge, Cornwall, PL27 6RR	CL167364	Freehold	Parkdean Holiday Parks Limited
Ruda Holiday Park Croyde Bay, Devon	DN368410 DN363165 DN280052 DN355150 DN320392	Freehold	Parkdean Holiday Parks Limited
Torquay Holiday Village, Kingskerswell Road, Torbay, Devon	DN121714	Freehold	Parkdean Caravan Parks Limited
Challaborough Caravan and Chalet Park and Challaborough Bay Holiday Park, Challaborough Beach, Nr Bigbury on Sea, Devon TQ7 4HU	DN175053 DN218021 DN536222 DN642808	Freehold and leasehold	Parkdean Holiday Parks Limited
West Bay Holiday Park, Dorset DT6 4HX	DT348655	Leasehold	Parkdean Holiday Parks Limited
Warmwell Leisure Resort, Warmwell, Dorset DT2 8JB	DT214387 DT176740	Freehold	Parkdean Properties Limited
Cherry Tree Holiday Park, Mill Road, Burghcastle, Norfolk NR31 9QR	NK161398	Freehold	Parkdean Properties Limited
Pendine Holiday Village, Pendine, Carmarthen SA33 4NZ	CYM19230	Freehold	Parkdean Caravan Parks Limited
Mullion Holiday Park, Mullion, Cornwall	CL147674	Freehold	Weststar Holidays Limited
Sandford Holiday Park, Holton Heath, Organford Road, Holton Heath BH16 6JZ	DT224572 DT222636	Freehold	Weststar Holidays Limited

Land and buildings known as Trecco Bay Holiday Park, 5, 6, 7 and 8 Bay View Road and two plots of land to the south of New Road, Porthcawl	WA661830 WA661737	Freehold	Premier Dawn Properties Limited
5-7 Bay View Road, Porthcawl, CF36 5NF	WA937223 WA937228 WA937222	Leasehold	Premier Dawn Properties Limited
Hayling Island Holiday Park, Hayling Island, Hayling Island PO11 0QS	HP455398 HP455397 SH10768 SH11578 SH12236 SH17565	Freehold	All titles held jointly between Hayling Island Holiday Park Limited and Weststar Holidays Limited (except for SH17565 which is held solely by Higworth Caravan Park Limited)
Ty Mawr Holiday Park, Towyn Road, Towyn, Abergele, Conwy, LL22 9HG	WA870685	Freehold	Dome Propco Limited
Brynowen Holiday Park, Brynowen Lane, Borth, Aberystwyth, Wales, SY24 5LS	CYM6177	Freehold	Dome Propco Limited
Carmarthen Bay Holiday Park, Port Way, Kidwelly, Carmarthenshire, SA17 5HQ	WA773337	Freehold	Dome Propco Limited
Bideford Bay Holiday Park, Bucks Cross, Bideford, Devon, EX39 5DU	DN442356 DN451883	Freehold	Dome Propco Limited

Thorness Bay Holiday Park, Thorness Bay, Cowes, Isle Of Wight, PO31 8NJ	IW31197	Freehold	Dome Propco Limited
Lower Hyde Holiday Park, Languard Road, Shanklin, Isle Of Wight, PO37 7LL	IW45376 IW51544	Freehold Possessory	Dome Propco Limited
	IW68297 IW68298	Leasehold Leasehold	Dome Propco Limited
Copse Cottage, Hyde Road, Shanklin, PO37 7PU	IW67248	Freehold	Dome Bidco Limited
Nodes Point Holiday Park, Nodes Road, St Helens, Ryde, Isle Of Wight, PO33 1YA	IW27648	Freehold	Dome Propco Limited
Camber Sands Holiday Park, New Lydd Road, Camber, Rye, East Sussex, TN31 7RT	ESX47205 ESX140300 ESX118928 ESX36691 ESX196534 ESX219184	Freehold	Dome Propco Limited
Shurland Dale Holiday Park, Warden Road, Eastchurch, Isle Of Sheppey, Kent, ME12 4EN	K160808 K860874 K75202	Freehold	Dome Propco Limited
Ashcroft Coast Holiday Park, Plough Road, Minster-on-Sea, Isle Of Sheppey, Kent, ME12 4JH	K531730 K702559 K431347	Freehold	Dome Propco Limited
Highfield Holiday Park, London Road, Clacton-On-Sea, Essex, CO16 9QY	EX548124 EX548133 EX654969	Freehold	Dome Propco Limited
Valley Farm Holiday Park, Valley Road, Clacton-on-Sea, Essex, CO15 6LY	EX630875	Freehold	Dome Propco Limited

Naze Marine Caravan Park, Hall Lane, Walton-on-the-Naze, Essex, CO14 8HL	EX548135 EX812639	Freehold	Dome Propco Limited
Martello Beach Holiday Park, Belsize Avenue, Jaywick, Clacton-On-Sea, Essex, CO15 2LF	EX583272	Freehold	Dome Propco Limited
Coopers Beach Holiday Park, Church Lane, Mersea Island, Colchester, Essex, CO5 8TJ	EX420263 EX447424	Freehold	Dome Propco Limited
Waterside Holiday Park, Main Road, St Lawrence Bay, Southminster, Essex, CM0 7LY	EX443930 EX524822 EX450102 EX438411 EX440902 EX443639 EX445165 EX450033 EX450804 EX455278 EX455415 EX457472 EX464597 EX466518 EX467077 EX470193 EX471606 EX473188 EX476899 EX476995 EX477681 EX477738 EX478072 EX482466 EX482501 EX483408 EX486148 EX489989 EX490345 EX495394 EX499132	Freehold	Dome Propco Limited

	EX499491		
	EX499591		
	EX501654		
	EX505222		
	EX519616		
	EX520248		
	EX522612		
	EX522621		
	EX522863		
	EX524214		
	EX524355		
	EX527910		
	EX527915		
	EX528004		
	EX528668		
	EX529443		
	EX533132		
	EX536187		
	EX538661		
	EX539157		
	EX540586		
	EX541459		
	EX541799		
	EX542133		
	EX544251		
	EX547352		
	EX547971		
	EX550003		
	EX552421		
	EX555668		
	EX556398		
	EX556799		
	EX557208		
	EX564862		
	EX565241		
	EX574220		
	EX574622		
	EX575266		
	EX578731		
	EX590032		
	EX590761		
	EX591191		
	EX591192		

	EX593291		
	EX593295		
	EX593296		
	EX593297		
	EX595756		
	EX595857		
	EX596486		
	EX596487		
	EX597344		
	EX598215		
	EX598425		
	EX602247		
	EX603476		
	EX603559		
	EX605996		
	EX606000		
	EX606001		
	EX612936		
	EX615111		
	EX615188		
	EX617087		
	EX619775		
	EX626160		
	EX627141		
	EX627389		
	EX628926		
	EX630079		
	EX630082		
	EX631359		
	EX635925		
	EX636150		
	EX636152		
	EX636275		
	EX638167		
	EX640197		
	EX642708		
	EX643193		
	EX643675		
	EX644718		
	EX648312		
	EX652274		
	EX652283		
	EX652288		

	EX652357 EX652520 EX652598 EX652605 EX652912 EX654546 EX656254 EX662045 EX662956 EX663250 EX679184 EX693167 EX696980 EX699294 EX699295 EX699296 EX706236 EX770194 EX780719 EX780730 EX601175 EX531154 EX493842 EX465920 EX745436 EX776744 EX783545 EX794193 EX814382 EX853568 EX854302 EX710217		
Waterside Holiday Park, Main Road, St Lawrence Bay, Southminster, Essex, CM0 7LY	EX465567 EX739800 EX739816 EX740968 EX737999 EX453771 EX699297 EX706237 EX738369		GB Holiday Parks Limited

Weeley Bridge Holiday Park, Clacton Road, Weeley, Nr Clacton-on-Sea, CO16 9DH	EX548697	Freehold	Dome Propco Limited
Kessingland Beach Holiday Park, Beech Lane, Kessingland, Nr Lowestoft, Suffolk, NR33 7RN	SK62031	Freehold	Dome Propco Limited
Breydon Water Holiday Park, Butt Lane, Burgh Castle, Gorleston, Norfolk, NR31 9QB	NK317552 NK245634 NK316032 NK290767 NK230216	Freehold	Dome Propco Limited
California Cliffs Holiday Park, Rottenstone Lane, Scratby, Great Yarmouth, Norfolk, NR29 3QU	NK64209 NK283577 NK75529	Freehold	Dome Propco Limited
Heacham Beach Holiday Park, South Beach Road, Heacham, Nr King's Lynn, Norfolk, PE31 7BD	NK74921 NK265459	Freehold	Dome Propco Limited
Sunnydale Holiday Park, Sea Lane, Saltfleet, Lincolnshire, LN11 7RP	LL64051	Freehold	Dome Propco Limited
Cayton Bay Holiday Park, Mill Lane, Cayton Bay, Scarborough, North Yorkshire, YO11 3NJ	NYK292114 NYK245894	Freehold	Dome Propco Limited
Withernsea Sands Holiday Park, North Road, Withernsea, Humberside, HU19 2BS	YEA24958	Freehold	Dome Propco Limited
Barmston Beach Holiday Park, Sands Lane, Barmston, Nr Driffield, Yorkshire, YO25 8PJ	HS78136 HS200866 YEA74038	Freehold	Dome Propco Limited
Whitley Bay Holiday Park, Blythe Road, The Links, Whitley Bay, Tyne & Wear, NE26 4RR	TY362694	Leasehold	GB Holiday Parks Limited
Sandy Bay Holiday Park, North Seaton, Ashington, Northumberland, NE63 9YD	ND102988	Freehold	Dome Propco Limited

Cresswell Towers Holiday Park, Cresswell Road, Cresswell, Northumberland, NE61 5JT	ND94801	Freehold	Dome Propco Limited (freehold)
Crimdon Dene Holiday Park, Coast Road, Easington, Durham	DU260819	Freehold	Dome Propco Limited
Landguard Camping Park, Shanklin, Isle of Wight PO37 7PH	IW6428 IW35182	Freehold	Dome Propco Limited
Landguard Holiday Park, Shanklin, Isle Of Wight, PO37 7PH	IW48891	Freehold	Dome Propco Limited
Skipsea Sands Holiday Park, Mill Lane, Skipsea, Driffeld, North Humberside, YO25 8TZ	HS143362 HS58387	Freehold	Dome Propco Limited
Land and Buildings known as Summerfields Holiday Park, Beach Road, Scratby and Beverley Chalet Park, Beach Road, Scratby, Great Yarmouth NR29 3NW	NK71690 NK337153	Freehold	Dome Propco Limited
White Cross Bay Leisure Park & Marina Ambleside Road Windermere Cumbria LA23 1LF	CU153990 CU258992	Freehold and leasehold	South Lakeland Parks Limited
Ocean Edge Leisure Park, Moneyclose Lane, Heysham, Lancashire, LA3 2XA	LA579003	Freehold	South Lakeland Parks Limited
Regent Leisure Park Westgate Morecambe Lancashire LA3 3DF	LA815308 LA827780	Freehold	South Lakeland Parks Limited
Marina Caravan Park Conder Green Nr Lancaster Lancashire LA2 0BP	LA817320	Freehold	South Lakeland Parks Limited
Todber Holiday Park Burnley Road Gisburn Clitheroe BB7 4JJ	LA877844	Freehold	South Lakeland Parks Limited
Hawthorne Caravan Park, Carr Lane Middleton, Morecambe Lancashire LA3 3LL	LA919392	Freehold	South Lakeland Parks Limited

Fallbarrow Park Rayrigg Road Windermere Cumbria LA23 3DL	CU103914 CU101651 CU102206 (freehold) CU273625 (leasehold)	Part freehold, part leasehold	Lake District Leisure Pursuits Limited
Limefitt Park Patterdale Road Windermere Cumbria LA23 1PA	CU220437 CU102205	Freehold	Lake District Leisure Pursuits Limited
Gatebeck Park Gatebeck Road Endmoor Kendal Cumbria LA8 0HL	CU102204	Freehold	Lake District Leisure Pursuits Limited
Manor Park Caravan Site, Manor Road, Hunstanton PE36 5AZ	NK235480	Freehold	Manor Park Holiday Park Limited
South View Leisure Park, Burgh Road, Skegness, Lincolnshire, PE25 2LA	LL204769 LL129955 LL88560 LL110832 LL120311 LL249013 LL58345 LL58357 LL283414 LL283592 LL169358 LL285070	Freehold	Southview Leisure Park Limited
Chez Windsor, Pendine, Carmarthen SA33 4NY	CYM14588	Freehold	Parkdean Caravan Parks Limited

Park Resorts Limited Properties			
Property (description in Certificate/Report)	Title Number	Freehold or Leasehold	Chargor
Ty Mawr Holiday Park, Towyn Road, Towyn, Abergele, Conwy, LL22 9HG	CYM387587	Leasehold	Park Resorts Limited
Brynowen Holiday Park, Brynowen Lane, Borth, Aberystwyth, Wales, SY24 5LS	CYM387679	Leasehold	Park Resorts Limited
Carmarthen Bay Holiday Park, Port Way, Kidwelly, Carmarthenshire, SA17 5HQ	CYM387809	Leasehold	Park Resorts Limited
Bideford Bay Holiday Park, Bucks Cross, Bideford, Devon, EX39 5DU	DN554787 DN554797	Leasehold	Park Resorts Limited
Thorness Bay Holiday Park, Thorness Bay, Cowes, Isle Of Wight, PO31 8NJ	IW69114 IW69613	Leasehold	Park Resorts Limited
Lower Hyde Holiday Park, Languard Road, Shanklin, Isle Of Wight, PO37 7LL	IW69118 IW69116	Leasehold	Park Resorts Limited
Nodes Point Holiday Park, Nodes Road, St Helens, Ryde, Isle Of Wight, PO33 1YA	IW67288	Leasehold	Park Resorts Limited
Camber Sands Holiday Park, New Lydd Road, Camber, Rye, East Sussex, TN31 7RT	ESX307827	Leasehold	Park Resorts Limited
Shurland Dale Holiday Park, Warden Road, Eastchurch, Isle Of Sheppey, Kent, ME12 4EN	K938261 K938296	Leasehold	Park Resorts Limited
Ashcroft Coast Holiday Park, Plough Road, Minster-on-Sea, Isle Of Sheppey, Kent, ME12 4JH	K936570	Leasehold	Park Resorts Limited
Highfield Holiday Park, London Road, Clacton-On-Sea, Essex, CO16 9QY	EX812320	Leasehold	Park Resorts Limited
Valley Farm Holiday Park, Valley Road, Clacton-on-Sea, Essex, CO15 6LY	EX812558	Leasehold	Park Resorts Limited

Naze Marine Caravan Park, Hall Lane, Walton-on-the-Naze, Essex, CO14 8HL	EX812639	Leasehold	Park Resorts Limited
Martello Beach Holiday Park, Belsize Avenue, Jaywick, Clacton-On-Sea, Essex, CO15 2LF	EX813336	Leasehold	Park Resorts Limited
Coopers Beach Holiday Park, Church Lane, Mersea Island, Colchester, Essex, CO5 8TJ	EX812784	Leasehold	Park Resorts Limited
Waterside Holiday Park, Main Road, St Lawrence Bay, Southminster, Essex, CM0 7LY	EX811622	Leasehold	Park Resorts Limited
Weeley Bridge Holiday Park, Clacton Road, Weeley, Nr Clacton-on-Sea, CO16 9DH	EX813257	Leasehold	Park Resorts Limited
Kessingland Beach Holiday Park, Beech Lane, Kessingland, Nr Lowestoft, Suffolk, NR33 7RN	SK304055	Leasehold	Park Resorts Limited
Breydon Water Holiday Park, Butt Lane, Burgh Castle, Gorleston, Norfolk, NR31 9QB	NK373346 NK373316	Leasehold	Park Resorts Limited
California Cliffs Holiday Park, Rottenstone Lane, Scratby, Great Yarmouth, Norfolk, NR29 3QU	NK373446 NK373344	Leasehold	Park Resorts Limited
Heacham Beach Holiday Park, South Beach Road, Heacham, Nr King's Lynn, Norfolk, PE31 7BD	NK373319	Leasehold	Park Resorts Limited
Sunnydale Holiday Park, Sea Lane, Saltfleet, Lincolnshire, LN11 7RP	LL295364	Leasehold	Park Resorts Limited
Cayton Bay Holiday Park, Mill Lane, Cayton Bay, Scarborough, North Yorkshire, YO11 3NJ	NYK353628	Leasehold	Park Resorts Limited

Withernsea Sands Holiday Park, North Road, Withernsea, Humberside, HU19 2BS	YEA52764	Leasehold	Park Resorts Limited
Barmston Beach Holiday Park, Sands Lane, Barmston, Nr Driffield, Yorkshire, YO25 8PJ	YEA52755	Leasehold	Park Resorts Limited
Sandy Bay Holiday Park, North Seaton, Ashington, Northumberland, NE63 9YD	ND157176	Leasehold	Park Resorts Limited
Cresswell Towers Holiday Park, Cresswell Road, Cresswell, Northumberland, NE61 5JT	ND156490	Leasehold	Park Resorts Limited
Crimdon Dene Holiday Park, Coast Road, Easington, Durham	DU309491	Leasehold	Park Resorts Limited
Landguard Camping Park, Shanklin, Isle Of Wight, PO37 7PH	IW66309	Leasehold	Park Resorts Limited
Landguard Holiday Park, Shanklin, Isle Of Wight, PO37 7PH	IW66307	Leasehold	Park Resorts Limited
Skipsea Sands Holiday Park, Mill Lane, Skipsea, Driffield, North Humberside, YO25 8TZ	YEA50579	Leasehold	Park Resorts Limited
Summerfields Holiday Park, Beach Road, Scratby and Beverley Chalet Park, Beach Road, Scratby, Great Yarmouth NR29 3NW	NK447299	Leasehold	Park Resorts Limited
Land lying to the west of Landguard Road, Shanklin	IW69099	Leasehold	Park Resorts Limited
Land on the north side of Hyde Road, Shanklin	IW69101	Leasehold	Park Resorts Limited
Romney Sands Holiday Village, Greatstone on Sea, New Romney	K799406	Leasehold	Park Resorts Limited
St Margarets Holiday Park Reach Road, St Margarets At Cliffe, Dover (CT15 6AG)	K799405	Leasehold	Park Resorts Limited

Plot 370 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX576362	Freehold	Park Resorts Limited
Plot 270 Beacon Hill Leisure Park, Main Road, St Lawrence, Southminster	EX633175	Freehold	Park Resorts Limited
Plot 357 Beacon Hill Leisure Park, Main Road, St Lawrence, Southminster	EX695740	Freehold	Park Resorts Limited
Plot 170 Beacon Hill Leisure Park, Main Road, St Lawrence, Southminster	EX717979	Freehold	Park Resorts Limited
Waterside Holiday Park, Main Road, St Lawrence Bay, Southminster, Essex, CM0 7LY	EX717979 EX695740 EX633175 EX576362	Freehold	Park Resorts Limited
Romney Sands Holiday Park, The Parade, Greatstone, New Romney, Kent, TN28 8RN	K799406	Leasehold	Park Resorts Limited
St Margaret's Bay Holiday Park, Reach Road, St Margaret's-At-Cliffe, Dover, Kent, CT15 6AG	K799405	Leasehold	Park Resorts Limited

SCHEDULE 4
INVESTMENTS

Chargor	Name of Company	Issued Capital Share	Description and Number of Shares Held
Dome Holdings Limited	Dome Bidco Limited	£75,491,605	75,491,605 ordinary shares of £1 00 each
Dome Bidco Limited	Dome Structureco Limited	£20,000,100	20,000,100 ordinary shares of £1 00 each
Dome Bidco Limited	Park Resorts Group Limited	£20,810,086 81	2,081,008,681 ordinary shares of £0 01 each
Dome Structureco Limited	Dome Propco Limited	£20,000,100	20,000,100 ordinary shares of £1 00 each
Park Resorts Group Limited	GB Holiday Parks Limited	£100	100 ordinary shares of £1 00 each
Park Resorts Group Limited	Park Resorts Limited	£20,503,692 51	2,050,369,251 ordinary shares of £0 01 each
Park Resorts Group Limited	Beach Finance Bond Limited	£9,690,110	9,690,110 ordinary shares of £1 00 each
Park Resorts Limited	Park Resorts Transport Limited	£1	1 ordinary share of £1 00
Park Resorts Limited	Midland Road Finance Limited	£1	1 ordinary share of £1 00
Park Resorts Limited	Valley Farm Camping Ground Limited	£50,000	50,000 ordinary shares of £1 00 each
Park Resorts Limited	Park Resorts UK Limited	£48,100,100	48,100,100 ordinary shares of £1 00 each
Regent Topco Limited	Regent Midco Limited	£1	1 ordinary share of £1 00
Regent Midco Limited	Regent Bidco Limited	£1	1 ordinary share of £1 00
Regent Bidco Limited	Manor Park Holiday Park Limited	£3	3 ordinary shares of £1 00
Regent Bidco Limited	Southview Leisure Park Limited	£29,017,924	29,017,924 ordinary shares of £1 00 each
Tyson Topco Limited	Tyson Midco Limited	£991,378	991,378 ordinary shares of £1 00 each
Tyson Midco Limited	Tyson Bidco Limited	£895,028	895,028 ordinary shares of £1 00 each
Tyson Bidco Limited	South Lakeland Group Limited	£14,284,060 16	1,428,406,016 ordinary shares of £0 01 each
South Lakeland Group Limited	South Lakeland Parks Limited	£100	100 ordinary shares of £1 00 each
South Lakeland Parks Limited	South Lakeland Holidays Limited	£6000	6000 ordinary shares of £1 00 each

South Lakeland Holidays Limited	Lake District Leisure Pursuits Limited	£59,740	59,740 ordinary shares of £1 00 each
PD Parks Holdings Limited	PD Parks Limited	£10,001 45195	1,000,100 ordinary shares of £0 01 each, 45,195 capitalisation shares of £0 00001 each
PD Parks Limited	Parkdean Holidays Limited	£10,756,444	53,782,220 ordinary shares of £0 20 each
PD Parks Limited	Weststar Holdings Limited	£5,020,407	5,020,407 ordinary shares of £1 each
Parkdean Holidays Limited	Parkdean Holiday Parks Limited	£8,027,167	8,000,000 preference shares of £1 each and 27,167 ordinary shares of £1 each
Parkdean Holidays Limited	Upperbay Limited	£1,226,186	1,226,186 ordinary shares of £1 each
Parkdean Holidays Limited	Parkdean Caravan Parks Limited	£1	1 ordinary share of £1
Parkdean Holidays Limited	Parkdean Properties Limited	£2	2 ordinary shares of £1 each
Parkdean Holidays Limited	Wemyss Bay Caravan Park Limited	£2	2 ordinary shares of £1 each
Parkdean Holiday Parks Limited	Parkdean Holidays (South West) Limited	£7,500,100	7,500,000 preference shares of £1 each, 100 ordinary shares of £1 each
Upperbay Limited	Premier Dawn Properties Limited	£2	2 ordinary shares of £1 each
Weststar Holdings Limited	Weststar Acquisitions Limited	£6,244,643	6,244,643 ordinary shares of £1 each
Weststar Acquisitions Limited	Hayling Island Holiday Park Limited	£100	100 ordinary shares of £1 each
Weststar Acquisitions Limited	The Generations Group Limited	£5,547,354	5,547,354 ordinary shares of £1 each
The Generations Group Limited	Bryson Group Limited	£1,050	10,500 ordinary shares of £0 10 each
Bryson Group Limited	Weststar Holidays Limited	£2 10	210 ordinary shares of £0 01 each

SCHEDULE 5
INTELLECTUAL PROPERTY

Name of Company	Description
Park Resorts Limited	<p>1 Park Resorts logos/brand Trade Mark No UK00002413232</p> <p>2 OE Owners Elite logos/brand Trade Mark No UK00002414673</p> <p>3 Park Resorts logos Trade Mark No UK00002451039</p> <p>4 Park Resorts logos/brand Trade Mark No UK00002451040</p> <p>5 OE Owners Elite logo/brand Trade Mark No UK00002451042</p> <p>6 Park Resorts logos Trade Mark No UK0002413236A</p> <p>7 Park Resorts logos Trade Mark No UK0002413236B</p>
South Lakeland Parks Limited	<p>1 South Lakeland Parks logo Trade Mark No UK00002437956</p> <p>2 The Bumbaloos entertainment characters Trade Mark No UK00003019071</p>
Parkdean Holidays Limited	<p>1 Trademark Parkdean (logos) (2 marks) Registration no 2603583 Country Great Britain and North Ireland</p> <p>2 Trademark Parkdean Registration no 2604489 Country Great Britain and North Ireland</p> <p>3 Trademark Parkdean Holidays Registration no 2604490 Country Great Britain and North Ireland</p> <p>4 Trademark Sid the Seagull Registration no 2604495 Country Great Britain and North Ireland</p> <p>5 Trademark Drawings (Sid the Seagull) Registration no 2604468 Country Great Britain and North Ireland</p> <p>6 Trademark Lizzie the Lizard Registration no 2604492</p>

Name of Company	Description
	<p>Country Great Britain and North Ireland</p> <p>7 Trademark Drawings (Lizzie the Lizard)</p> <p>Registration no 2604493</p> <p>Country Great Britain and North Ireland</p>
Weststar Holidays Limited	<p>1 Trademark Weststar HOLIDAY PARKS</p> <p>Very Special Places</p> <p>Registration no UK00002392814</p> <p>Country – Great Britain and North Ireland</p>

SCHEDULE 6
PLANT AND MACHINERY

Name of Company	Description
Park Resorts Limited	1 Waste water treatment plant at Coopers Beach 2 Waste water treatment plant at Ashcroft Coast 3 Waste water treatment plant at Thorness Bay 4 Waste water treatment plant at Bideford Bay 5 Waste water treatment plant at Carmarthen Bay
South Lakeland Parks Limited	1 Waste water treatment plant at Todber Valley
Lake District Leisure Pursuits Limited	1 Waste water treatment plant at Gatebeck 2 Waste water treatment plant at Limefitt
Parkdean Holiday Parks Limited	1 Sewerage treatment plant at Tummell Valley Holiday Park
Southerness Holiday Village Limited	1 Sewerage treatment plant at Southerness Holiday park 2 Water tanks at Southerness Holiday Park

SCHEDULE 7
BANK ACCOUNTS

Name of Company	Bank account details
Park Resorts Transport Limited	<p>1 Account bank HSBC Account no 02417693 Sort code 40-33-33 Account name Park Resorts Transport Ltd</p>
Park Resorts Limited	<p>1 Account bank The Co-operative Bank plc Account no 70725014 Sort code 08-92-50 Account name Park Resorts Ltd-Paypoint Account</p> <p>2 Account bank HSBC Account no 12417626 Sort code 40-33-33 Account name Park Resorts Ltd Savings</p>
South Lakeland Group Limited	<p>1 Account bank Lloyds Account no 00979200 Sort code 30-95-42 Account name South Lakeland Group</p>
South Lakeland Parks Limited	<p>1 Account bank Lloyds Account no 00979707 Sort code 30-95-42 Account name South Lakeland Parks</p> <p>2 Account bank Lloyds Account no 00178607 Sort code 30-25-18 Account name SLP Cash Centre</p>
Lake District Leisure Pursuits Limited	<p>1 Account bank Lloyds Account no 00178704 Sort code 30-25-18 Account name LDLP Cash Centre</p> <p>2 Account bank Lloyds Account no 00980101 Sort code 30-95-42 Account name LDLP</p> <p>3 Account bank Lloyds Account no 00982600 Sort code 30-95-42</p>

Name of Company	Bank account details
	Account name LDLP Savings
Manor Park Holiday Park Limited	<p>1 Account bank National Westminster Bank plc Account no 41780957 Sort code 60-00-01 Account name MPHP Business Current Account</p> <p>2 Account bank National Westminster Bank plc Account no 41780965 Sort code 60-00-01 Account name MPHP Business Reserve Account</p>
Southview Leisure Park Limited	<p>1 Account bank National Westminster Bank plc Account no 41781406 Sort code 60-00-01 Account name SVLP Business Current Account</p> <p>2 Account bank National Westminster Bank plc Account no 41781422 Sort code 60-00-01 Account name SVLP Business Reserve Account</p>
Dome Bidco Limited	<p>1 Account bank HSBC Account no 32414678 Sort code 40-33-33 Account name Dome Bidco Mandatory prepay</p> <p>2 Account bank HSBC Account no 32414678 Sort code 40-33-33 Account name Dome Bidco Holding</p>
Parkdean Holidays Limited	<p>Account bank Barclays Bank PLC Account no 83518817 Sort code 20-59-42 Account name Parkdean Holidays Ltd</p>

Name of Company	Bank account details
Parkdean Holiday Parks Limited	<p>1 Account bank Barclays Bank PLC Account No 40778389 Sort code 20-59-42 Account name Parkdean Holiday Parks Ltd – (FIBCA)</p> <p>2 Account bank Barclays Bank PLC Account No 53111148 Sort code 20-59-42 Account name Parkdean Holiday Parks Ltd</p> <p>3 Account bank Barclays Bank PLC Account No 50851043 Sort code 20-59-42 Account name Parkdean Holiday Parks Ltd</p> <p>4 Account bank Barclays Bank PLC Account No 30895490 Sort code 20-59-42 Account name Parkdean Holiday Parks Ltd Cash Deposits</p>
Premier Dawn Properties Limited	<p>1 Account bank Barclays Bank PLC Account No 23556158 Sort code 20-59-42 Account name PD Properties Ltd</p>
PD Parks Limited	<p>1 Account bank Barclays Bank PLC Account No 00419834 Sort code 20-59-42 Account name PD Parks Ltd</p> <p>2 Account bank Barclays Bank PLC Account No 13188582 Sort code 20-59-42 Account name BBRE PD Parks Ltd Mandatory Prepayment Account</p> <p>3 Account bank Barclays Bank PLC Account No 53514986 Sort code 20-59-42 Account name BBRE PD Parks Ltd Holding Account</p>

Name of Company	Bank account details
PD Parks Holdings Limited	1 Account bank Barclays Bank PLC Account No 13419029 Sort code 20-59-42 Account name P D Parks (Holdings) Ltd

SCHEDULE 8
FORM OF NOTICE OF ASSIGNMENT

To {Party to Assigned Contract}

[Date]

Address

- 1 [•] (the "**Chargor**") gives notice that, by an assignment contained in a Debenture dated [] between the Chargor and The Royal Bank of Scotland plc (the "**Security Agent**"), the Chargor assigned to the Security Agent all its present and future right, title, interest and benefit (if any) in and to the contracts listed below (the "**Assigned Contracts**"), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts

Assigned Contracts

[]

- 2 All moneys payable by you to the Chargor under or in connection with any Assigned Contract shall be paid into [] Account (Account No []) with [], at [] or any other accounts as notified to you by us unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent
- 3 Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it
- 3 1 the Chargor shall remain liable to perform all its obligations under each Assigned Contract, and
- 3 2 neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract
- 4 You should continue to give notices under each Assigned Contract to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs
- 5 Please acknowledge receipt of this Notice of Assignment and confirm that
- 5 1 you will pay all sums due under each Assigned Contract as directed by or pursuant to this Notice of Assignment,
- 5 2 you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract, and
- 5 3 you will comply with the other provisions of this Notice of Assignment,
- by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at 250 Bishopsgate, EC2M 4AA, London, marked for the attention of Manuel Caseiro

- 6 This authority and instruction is irrevocable without the prior written consent of the Security Agent
- 7 This Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law

For and on behalf of

[•]

as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Assignment

For and on behalf of

[Party to Assigned Contract]

Date

SCHEDULE 9

FORM OF NOTICE OF CHARGE AND ACKNOWLEDGEMENT IN RELATION TO BANK ACCOUNT

To [Account Bank]

[Date]

Address

- 1 The Royal Bank of Scotland plc (the "**Security Agent**") and [•] (the "**Chargor**") give notice that, by a charge contained in a Debenture dated [] between the Chargor and the Security Agent, the Chargor charged by way of security to the Security Agent all of its present and future rights, title and interest in and to the bank account[s] listed below (the "**Charged Account[s]**"), including all balances now or in the future standing to the credit of or accrued or accruing on those accounts and the debts represented by them and any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts

Charged Account[s]

[described the Charged Account[s]]

- 2 All moneys payable by you to the Chargor under or in connection with any Charged Account shall be paid as directed by the Chargor unless and until you receive written notice from the Security Agent that a Declared Default has occurred and is continuing, in which event you shall
- 2 1 hold all sums from time to time standing to the credit of each Charged Account to the order of the Security Agent,
- 2 2 pay or release all or part of the sums from time to time standing to the credit of each Charged Account in accordance with the written instructions of the Security Agent at any time or times,
- 2 3 comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of any Charged Account from time to time or the debts represented by it which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction,
- 2 4 pay all monies received by you for any Charged Account to (and only to) the credit of that Charged Account with you, and
- 2 5 to disclose to the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification of such disclosure, such information relating to any Charged Account and the sums therein as the Security Agent may at any time and from time to time reasonably request
- 3 Despite the charge referred to above or the making of any payment by you to the Security Agent under or in connection with it
- 3 1 the Chargor shall remain liable to perform all its obligations under each Charged Account, and

3 2 neither the Security Agent nor any Receiver, delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Charged Account

4

4 1 The Chargor shall remain entitled to exercise all its rights, powers and discretions under each Charged Account, and

4 2 you should continue to give notices under each Charged Account to the Chargor,
in each case unless and until you receive written notice from the Security Agent that a Declared Default has occurred and is continuing, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs

5 Please note that after the occurrence of a Declared Default which is continuing (as notified to you by the Security Agent) the Chargor is not permitted to withdraw any amount from any Charged Account without the prior written consent of the Security Agent

6 Please acknowledge receipt of this Notice of Charge and confirm that

6 1 you will pay all sums under or in connection with each Charged Account as directed by or pursuant to this Notice of Charge,

6 2 you do not have and will not claim or exercise any security interest, set-off, counterclaim or similar rights in respect of any Charged Account, the sums in it or the debts represented by it,

6 3 you have not received any other notice of any assignment or charge of any Charged Account or of any other interest of any third party in any Charged Account,

6 4 you will comply with the other provisions of this Notice of Charge, and

6 5 after you receive written notice from the Security Agent that a Declared Default has occurred and is continuing, you shall

(i) pay all monies received by the Chargor for the account of the Chargor to (and only to) the credit of the relevant Charged Accounts in the name of the Chargor specified in that notice unless otherwise consented to by the Security Agent in writing, and

(ii) not permit any amount to be withdrawn from any of the Charged Accounts without the prior written consent of the Security Agent,

by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Security Agent at 250 Bishopsgate, EC2M 4AA, London , marked for the attention of Manuel Caseiro

7 This authority and instruction is irrevocable without the prior written consent of the Security Agent

8 This Notice of Charge and your acknowledgement shall be governed by and construed in accordance with English law

For and on behalf of

[•]

as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Charge of which this is a copy and confirm each of the matters referred to in paragraph 6 of the Notice of Charge

For and on behalf of

[Account Bank]

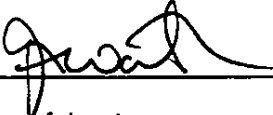
Date

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by


PARKDEAN HOLIDAYS LIMITED

acting by

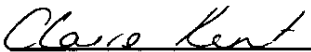


Signature of director

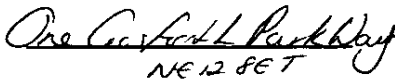
in the presence of



Signature of witness



Name of witness



Address of witness

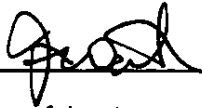


Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE


EXECUTED as a DEED by

PARKDEAN HOLIDAY PARKS LIMITED
acting by

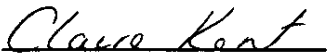


Signature of director

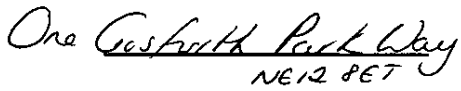
in the presence of



Signature of witness



Name of witness



Address of witness



Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PARKDEAN PROPERTIES LIMITED
acting by

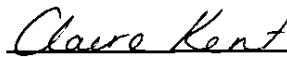


Signature of director

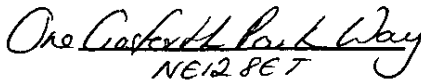
in the presence of



Signature of witness



Name of witness



Address of witness



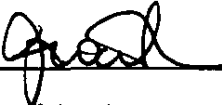
Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by


PARKDEAN CARAVAN PARKS LIMITED

acting by



Signature of director

in the presence of



Signature of witness

Claire Kent

Name of witness

One Casforth Park Way
NE12 8ET

Address of witness

PA

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PREMIER DAWN PROPERTIES LIMITED

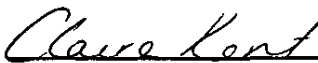
acting by

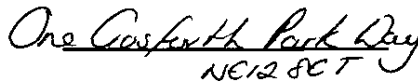


Signature of director

in the presence of

 _____ Signature of witness

 _____ Name of witness

 _____ Address of witness
NE12 8CT

 _____ Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

UPPERBAY LIMITED

acting by



Signature of director

in the presence of



Signature of witness

Claire Kent

Name of witness

One Garsforth Park Way
NE12 8ET

Address of witness

PA

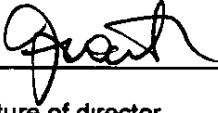
Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

WESTSTAR HOLDINGS LIMITED

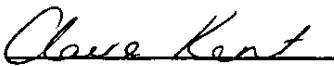
acting by

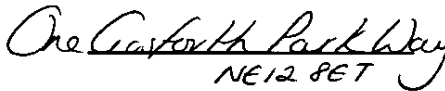


Signature of director

in the presence of


_____ Signature of witness


_____ Name of witness


_____ Address of witness


_____ Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by


WESTSTAR HOLIDAYS LIMITED

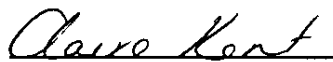
acting by




Signature of director

in the presence of


_____ Signature of witness


_____ Name of witness


_____ Address of witness

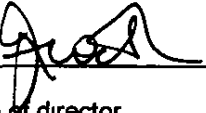

_____ Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

WESTSTAR ACQUISITIONS LIMITED

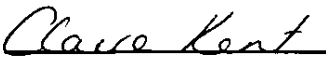
acting by

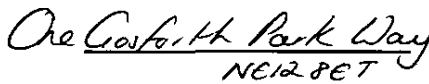


Signature of director

in the presence of


_____ Signature of witness


_____ Name of witness


_____ Address of witness


_____ Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE


EXECUTED as a DEED by

BRYSON GROUP LIMITED
acting by



Signature of director

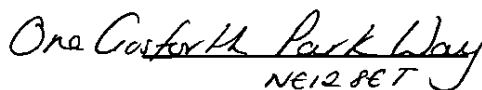
in the presence of



Signature of witness



Name of witness



Address of witness



Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by


PD PARKS LIMITED

acting by

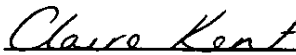


Signature of director

in the presence of



Signature of witness



Name of witness


NE12 8ET

Address of witness



Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PD PARKS HOLDINGS LIMITED
acting by


Signature of director

in the presence of

 Signature of witness

Claire Kent Name of witness

One Gasforth Park Way Address of witness
NE12 8ET

PA Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by


HAYLING ISLAND HOLIDAY PARK LIMITED

acting by



Signature of director

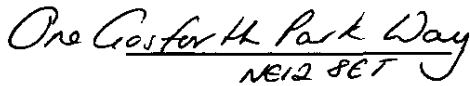
in the presence of




Signature of witness



Name of witness



Address of witness



Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PARK RESORTS TRANSPORT LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVANCE SUN

Name of witness

Address of witness

SOLICITOR


Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PARK RESORTS GROUP LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VENAKA SUR

Name of witness

Address of witness

SOLICITOR


Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

PARK RESORTS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVARE SUX

Name of witness

Address of witness

SOLICITOR

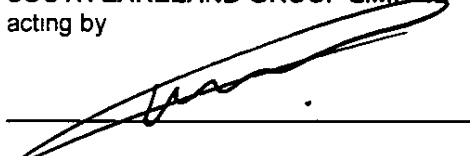
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

SOUTH LAKELAND GROUP LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKI SUI

Name of witness

Address of witness

SOLICITOR

Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

SOUTH LAKELAND PARKS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUR

Name of witness

Address of witness

SOLICITOR

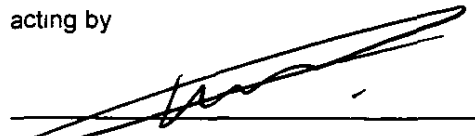
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

SOUTH LAKELAND HOLIDAYS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEWAKE SUN

Name of witness

Address of witness

SOLICITOR

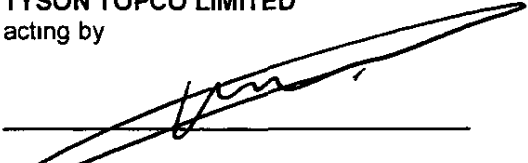
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

TYSON TOPCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VENAKE SUN

Name of witness

Address of witness

SOLICITOR

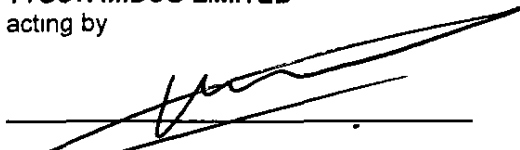
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

TYSON MIDCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUR

Name of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Address of witness

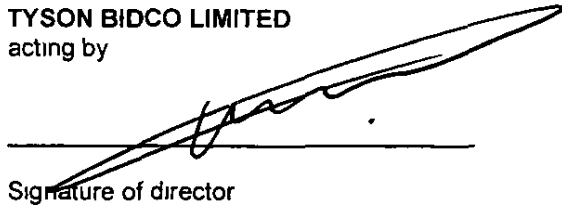
SOLICITOR

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

TYSON BIDCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VENAKA SUR

Name of witness

Address of witness

SOLICITOR

Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

GB HOLIDAY PARKS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUN

Name of witness

Address of witness

SOLICITOR

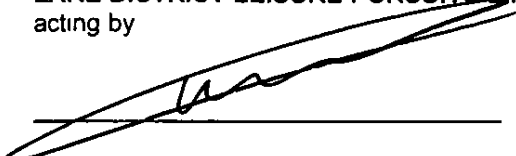
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

LAKE DISTRICT LEISURE PURSUITS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUR

Name of witness

Address of witness

SOLICITOR

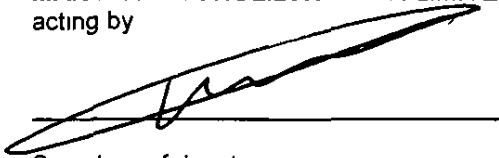
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

MANOR PARK HOLIDAY PARK LIMITED
acting by



Signature of director

in the presence of



Signature of witness

WEI WAKE SUN

Name of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Address of witness

SOLICITOR

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

SOUTHVIEW LEISURE PARK LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVIAKE SIVA

Name of witness

Address of witness

SOLICITOR

Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

THE GENERATIONS GROUP LIMITED
acting by

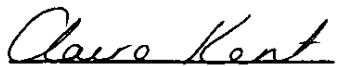


Signature of director

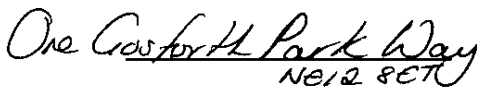
in the presence of



Signature of witness



Name of witness



Address of witness

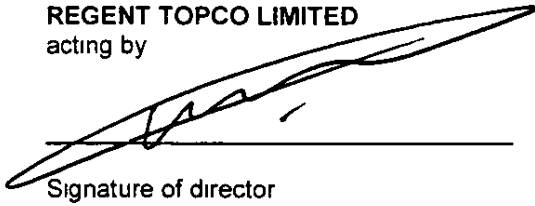


Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

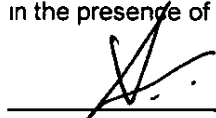
EXECUTED as a DEED by

REGENT TOPCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VERAILE SUR

Name of witness

Address of witness

SOLICITOR

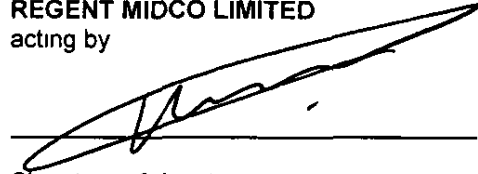
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

REGENT MIDCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VENABLE SUN

Name of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Address of witness

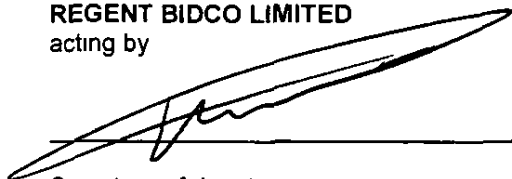
SOLICITOR

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

REGENT BIDCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VERVALE JON

Name of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Address of witness

SOLICITOR

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

DOME HOLDINGS LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUR

Name of witness

Address of witness

SOLICITOR

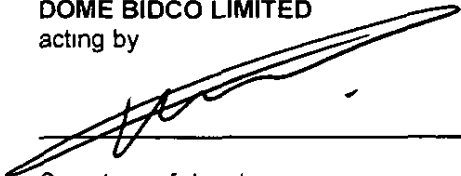
Occupation of witness

Law Firm Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

DOME BIDCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VEVAKE SUR

Name of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

Address of witness

SOLICITOR

Occupation of witness

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

DOMESTRUCTURECO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

VENIALE SUR

Name of witness

Address of witness

SOLICITOR

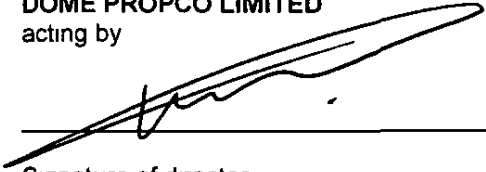
Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

EXECUTED as a DEED by

DOME PROPCO LIMITED
acting by



Signature of director

in the presence of



Signature of witness

WEIWEI SUN

Name of witness

Address of witness

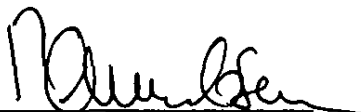
SOLICITOR

Occupation of witness

Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

SIGNATURE PAGE TO THE DEBENTURE

SIGNED by

A handwritten signature in black ink, appearing to be 'M. A. G.', written over a horizontal line.

for and on behalf of

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent