

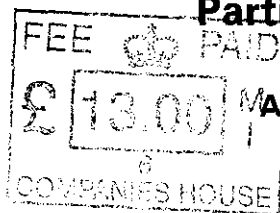


CHFP041

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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership



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

008801/13
For official use

LLP Number

OC320600

Full Name of Limited
Liability Partnership

Bedforshire Parks LLP

Date of creation
of the charge

27 July 2006

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

Debenture between the Company and the Holders of the
15% Fixed Rate Secured C Loan Notes 2010 of the Company
("the Lender")

Amount secured by the
mortgage or charge

all moneys, obligations and liabilities, whether actual
or contingent, now or hereafter due, owing or incurred
or to be incurred to the Lender by the Company, in
whatever currency denominated, whether on any current
or other account or otherwise in any manner whatsoever
(whether alone or jointly and in whatever style, name
or form and whether as principal or as surety and
whether or not the Lender shall have been a party to
the original transaction) including all liabilities in
connection with foreign exchange transactions,
accepting, endorsing or discounting notes or bills, or
under bonds, guarantees, indemnities, documentary or
other credits or any instruments whatsoever from time
to time entered into by the Lender for,

See continuation Sheet 1

Signed

Date

27 July 2006

On behalf of [LLP][mortgagee/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House to
contact you if there is a query on the

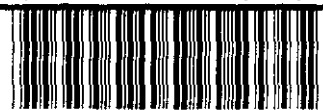
Howard Kennedy

19 Cavendish Square, London,

W1A 2AW

Tel 020 7636 1616

E-mail enquiries@howardkennedy.com



A09 *A846ZHT1* 494
COMPANIES HOUSE 09/08/2006

A33 *A846ZHT1* 228
COMPANIES HOUSE 29/07/2006

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

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

Mark Steinberg, Terence Cole and Steven Collins for the
Lender, 10 Upper Berkeley Street, London, W1H 7PE

Short particulars of all the
property mortgaged
or charged

1. by way of legal mortgage and fixed charge:

1.1 all the freehold and leasehold property, any estate
or interest in land and any proceeds of sale thereof
("Land") described in the Schedule to the Debenture.

2. by way of fixed charge:

2.1 all other Land now or hereafter belonging or
charged to the Company;

2.2 all buildings and fixtures (including trade
fixtures) from time to time on its Land and all options
in respect of such Land;

2.3 all plant, machinery, vehicles, computers and
equipment now or hereafter belonging to the Company;

See continuation sheet 1

Particulars as to
commission allowance
or discount (note 3)

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

***As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

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

The Holders of 15% fixed rate secured C Loan Notes 2010 of Britannia Parks Limited from time to time (Mark Steinberg, Terence Cole and Steven Collins for the Lender, 10 Upper Berkeley Street, London, W1H 7PE).

**Short particulars of all the
property mortgaged
or charged**

1. by way of legal mortgage and fixed charge:

1.1 all the freehold and leasehold property, any estate or interest in land and any proceeds of sale thereof ("Land") described in the Schedule to the Debenture.

2. by way of fixed charge:

2.1 all other Land now or hereafter belonging or charged to the Company;

2.2 all buildings and fixtures (including trade fixtures) from time to time on its Land and all options in respect of such Land;

2.3 all plant, machinery, vehicles, computers and equipment now or hereafter belonging to the Company;

See continuation sheet 1

**Particulars as to
commission allowance
or discount (note 3)**

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395*). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398*). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4)* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.

***As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001**

FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No
to Form LLP395 and 410 (Scot)

1

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

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

(note 2 for LLP395)
(note 1 for LLP410)

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or at the request of, the Company, together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Lender in relation to the Company and all and any part of the goodwill, undertaking, property, assets and rights of the Company charged by the Debenture ("Charged Assets").

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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2.4 all stocks, shares, bonds and securities of any kind now or hereafter belonging to the Company and all dividends and other rights attaching thereto;

2.5 all book and other debts, revenues and claims (including without limitation, Company deposits and credit balances, accounts receivable and all obligations of trade debtors) now or hereafter owing to the Company and all rights and remedies in respect thereof including, but not limited to all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and any other mortgage, charge, hypothecation, pledge, lien, assignment, title retention, preferential right, trust arrangement or other arrangement or agreement the effect of which is the creation of security ("Security Interest"), reservation of property rights, rights of tracing, liens and all other rights and remedies whatsoever in respect of same;

2.6 all uncalled capital and goodwill of the Company, present and future;

see continuation sheet 2

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Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

*Please
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Continuation sheet No
to Form LLP395 and 410 (Scot)

2

LLP Number

OC320600

Full Name of Limited Liability Partnership

Befordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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2.7 the Company's rights, title and interest present and future in all physical material in respect of which Intellectual Property Rights, as defined below, may subsist (including, but not by way of limitation, originals, copies, drafts, versions or variants and howsoever recorded or reproduced) including all log books, designs, drawings, sketches, charts, diagrams, calculations, computations, computer programmes (including source and object codes), models, mock-ups, prototypes, apparatus, photographs, and photographic material, transparencies, colour separations, books and other records in any medium, films, sound recordings, electronic and other data, publications, manuals and specifications and any other material in which Intellectual Property Rights may be incorporated (together "Intellectual Property Materials") and any products or materials directly or indirectly derived from any of the items contained in this paragraph whether the same are manufactured or created or on behalf of the Company or any other third party from time to time belonging to the Company; and

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see continuation sheet 3

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

3

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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2.8 the benefit of all insurance policies now or hereafter effected by or for the benefit of the Company.

3. By way of absolute assignment:

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3.1 all Software, as defined below, from time to time belonging to or produced by the Company;

3.2 all Physical Software Materials, as defined below, from time to time belonging to the Company;

3.3 all Intellectual Property Rights from time to time of the Company;

3.4 all contracts and other arrangements relating to the use, development, distribution, production, licensing or other exploitation of Intellectual Property Rights and all moneys payable and to become payable thereunder or in connection therewith;

3.5 the use and benefit of any domain names registered by the Company; and see continuation sheet 4

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

4

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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3.6 the Company's customer purchase history and customer database, in whatever medium these may be maintained.

The assignments of copyright referred to in this Section 3 shall take effect to the extent that such rights are capable of assignment and, in so far as necessary, by way of present assignment of future copyright pursuant to Section 91 Copyright, Design and Patents Act 1988.

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If there are any Intellectual Property Rights which may be assigned or assigned only with the consent of some person, such assignment shall instead take effect as a charge, unless that also requires consent, in which case the Company shall hold such Intellectual Property Right on trust for the Lender.

4. By way of floating charge:

4.1 all the Company's undertaking, property, assets and rights whatsoever and wheresoever, present and future and any Charged Assets above described to the extent that the charges or assignments thereon shall be ineffective as fixed

see continuation sheet 5

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

5

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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Security Interests. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created under the terms of the Debenture.

5. In the Debenture the Company covenants to hold all moneys to be received under any insurance of the Charged Assets on trust for the Lender and, at the Lender's option, apply the same in replacing or restoring the Charged Assets destroyed, damaged or lost or in reduction of all and any moneys obligations and liabilities covenanted to be paid and discharged by the Company or otherwise secured or intended to be secured by the Debenture, except in the case of leases of premises or equipment where compliance with the terms of the lease relating to insurance of such premises or equipment shall be deemed to be compliance with this covenant.

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6. The Debenture also contains covenants by the Company that it will not:

6.1 without the Lender's prior written consent, part with possession, transfer, sell, lease or otherwise dispose of the Charged Assets or attempt or agree so to do (except in the case of stock in trade charged by way of

see continuation sheet 6

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

6

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business);

6.2 create, purport to create or permit to subsist any Security Interest (except a lien arising by operation of law in the ordinary course of trading) over the Charged Assets or any interest therein;

6.3 enter into any transaction which, in legal terms, is not a secured borrowing but which has an economic or financial effect similar to that of a secured borrowing;

6.4 not grant or agree to grant any lease or tenancy of any Land without the Lender's prior written consent and the Company's statutory and other powers of leasing, agreeing to lease and taking surrenders of leases are hereby excluded; and

see continuation sheet 7

Particulars as to commission allowance or discount

FORM LLP395 (Cont.) AND FORM LLP410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No
to Form LLP395 and 410 (Scot)

7

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2 for LLP395)
(note 1 for LLP410)

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

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

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6.5 immediately upon the Lender's request, provide further or other fixed or floating Security Interests over the Charged Assets in such form and containing such terms and conditions as the Lender may request.

7. In this Form 395 and in the Debenture the defined terms have the following meanings:

"Intellectual Property Rights" means in relation to the Company's business activities all patents, trademarks and service marks (howsoever styled or represented), designs, design rights, copyrights, format rights, confidential information, know-how and all other intellectual property rights which are from time to time licensed to the Company by any person including any applications in respect of such intellectual property rights and/or applications licensed to the Company by any person, their respective use, development, distribution, production or exploitation.

"Software" means all computer programmes and other device instructions (in any machine readable, human-readable or other format or language) developed

see continuation sheet 8

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

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Continuation sheet No
to Form LLP395 and 410 (Scot)

8

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

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

(note 2 for LLP395)
(note 1 for LLP410)

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

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

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written or conceived by the Company (including the source or object code) and annotations and comments contained therein, all user interfaces, menus, commands and processes and all programme, audio and visual elements thereof developed, written or conceived by the Company, all user and other documentation including all descriptions, flow charts, logic diagrams, operating instructions, maintenance and use manuals and technical specifications and all versions, enhancements, modifications, updates and releases of all of the foregoing.

"Physical Software Materials" means all physical property relating to the Software and other Intellectual Property Materials and all versions from time to time thereof including all original material objects in which sounds, images, information or instructions are fixed or recorded, elements necessary or useful to produce disks, packaging or other products or devices containing or relating to the Software or other recording media containing recording of any Software all in whatever state of completion together with duplicates, drafts, versions, variations and copies of each of the foregoing.

see continuation sheet 9

Particulars as to commission allowance or discount

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Particulars of a mortgage or charge (continued)

*Please
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Continuation sheet No
to Form LLP395 and 410 (Scot)

9

LLP Number

OC320600

Full Name of Limited Liability Partnership

Bedfordshire Parks LLP

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

(note 2 for LLP395)
(note 1 for LLP410)

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

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

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

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8. The land more particularly described in the Schedule to the Debenture is the site currently known as Folly Park, High Street, Clapham, Bedfordshire and the site currently known as Radwell Retreat Caravan Park, Felmersham Road, Bedfordshire.

Particulars as to commission allowance or discount

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC320600

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th JULY 2006 AND CREATED BY BEDFORDSHIRE PARKS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO THE HOLDERS OF 15% FIXED RATE SECURED C LOAN NOTES 2010 OF BRITANNIA PARKS LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 9th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th AUGUST 2006.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES