

M

CHWP000

Please complete
in typescript, or
in bold black
capitals

034766113

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.

LLP Number

OC320600

For official use

5

Full Name of Limited
Liability Partnership

Bedfordshire Parks LLP (the "Company")

Date of creation
of the charge

1 August 2007

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

Debenture (the "Debenture")

Amount secured by the
mortgage or charge

All monies, obligations and liabilities which shall from time to
time (and whether on or at any time after any demand or
judgment) be due, owing or incurred from each Obligor to the
Finance Parties under the Finance Documents whether actually
or contingently and whether solely or jointly with any other
person and in whatever style or name and whether as principal
or surety (the "Liabilities")

Signed

FOR DETS 01495

Berwin Leighton Paisner LLP

Date 10 August 2007

On behalf of LLP (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
form. The contact information that you
give will be visible to searchers of the
public record

Berwin Leighton Paisner LLP

Our Ref APRO 19572 43

5757907 2 & 5757915 2

DX 92 London

Tel 020 77 60 1000

FRIDAY



LD2 10/08/2007 354
COMPANIES HOUSE

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

CAPITA TRUST COMPANY LIMITED ("the Security Trustee")
Phoenix House
18 King William Street
London EC4N 7HE

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage
- 1 1 each Property owned by the Company (as identified by the name of the relevant Chargor against each Property in Schedule 2 below), and
- 1 2 any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all rights of enforcement of the same
- 2 1 the Company's interest in any freehold or leasehold property acquired after the date of the Debenture,
- 2 2 the Company's interest in the Relevant Contracts,
- 2 3 all fixtures, fittings, plant machinery, manuals and other chattels in respect of a Property in which the Company has an interest and all guarantees and warranties in respect of any of them,
- 2 4 all easements, licences and other rights relating to a Property in which the Company has an interest,

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**

CHWP000

Please do not
write in this
margin

*Please complete
in typescript, or in
bold black
capitals*

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

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

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)

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

Please do not
write in this
margin

--

***Please complete
in typescript, or
in bold black
capitals***

Please do not
write in this
margin

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

*Please complete
in typescript, or
in bold black
capitals*

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

Please do not
write in this
margin

- 2 5 the Company's interest in the Accounts and any other accounts of the Company,
2.6 the Company's interest in the Investments,
2 7 the Company's Intellectual Property,
2 8 if applicable the Company's uncalled capital, and
2 9 the Company's goodwill
- 3 By way of security assignment each of the following including all rights of enforcement of the same
3 1 the Company's interest in the Rents,
3 2 the Company's interest in the Disposal Proceeds,
3 3 all book debts and other debts and all other monies due and owing to the Company,
3 4 all monies standing to the credit of the Accounts and any other accounts of the Company,
3 5 the monies payable to the Company under any insurances relating to a Property,
3 6 the benefit of the copyright and similar rights vested in the Company in connection with a Property,
3 7 all causes of action and other rights and remedies in which the Company has an interest,
3 8 all monies payable to the Company under any Hedging Arrangement,
3 9 the benefit of any monies paid or payable to the Company by way of compensation, endowment, gift, grant or otherwise, and
3 10 the Company's interest in any VAT recoveries
- 4 By way of floating charge all the Company's assets, property and undertaking both present and future

*Please complete
in typescript, or
in bold black
capitals*

NOTES

- 1 The Debenture contains a provision that the charges created under the Debenture expressed to be
1 1 fixed charges, shall only apply to the extent that they create fixed security, and
1 2 floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Debenture
- 2 The Debenture contains a provision that at any time whilst a Default is continuing
2 1 the Security Trustee may convert any floating charge created by the Debenture into a fixed charge, and
2 2 the Company shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts
- 3 The Debenture contains a provision that the Company shall execute and do at its own cost and in such form as reasonably required by the Security Trustee
3 1 such further additional mortgages, charges, assignments, transfers and conveyances, and
3 2 such assurances, deeds, documents, acts and things,
as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Debenture
- 4 The Debenture contains a provision that the Company authorises the Security Trustee to make an application to the Land Registry on Form RX1 (or such other form as may be prescribed from time to time) to enter a restriction against any disposition on the relevant registered estate
- 5 The Debenture contains a provision that following a Default which is continuing, the Security Trustee may (without notice to or consent from the Company and in the Company's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise
- 6 The Debenture contains or incorporates the following definitions

Accounts means each Operating Account, each Pitch Fee Account, each Debt Service Account, each Disposal Proceeds Account, the Deposit Account, the Interest Deposit Account and such other accounts maintained by the Obligors under the Finance Documents

Account Bank means in respect of

- (a) each Operating Account maintained by Opco, HBOS plc (Cockspur Street, London Branch),
(b) each Pitch Fee Account maintained by KPL, National Westminster Bank plc (Walton-on-Thames Branch),
(c) each Pitch Fee Account maintained by WP LLP, TP LLP, BP LLP and SJPP, HBOS plc (Cockspur Street, London Branch), and
(d) each other Account maintained by an Obligor, HBOS plc (Cockspur Street, London Branch) or such other bank now or in the future with whom the Agent nominates the Accounts are held

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

Please do not
write in this
margin

Agent means Merrill Lynch International as agent for the Finance Parties

Arranger means Merrill Lynch International as mandated arranger of the facility granted by the Facility Agreement

Borrowers means Britannia Parks Limited with Company number 005500949, Westgate Park LLP with registered number OC315578, Tregatillian Park LLP with registered number OC316619, Bedfordshire Parks LLP with registered number OC320600, St Johns Priory Parks Holdings Limited with Company number 05806192 and Kingsmead Parks Holdings Limited with Company number 06211748

Borrower Party means any party to any of the Finance Documents other than the Finance Parties

BPL means Britannia Parks Limited (Co No 005500949)

BP LLP means Bedfordshire Parks LLP (Registered No OC320600)

Charged Asset means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Debenture and the subject matter of each of them

Chargors means the parties listed in Schedule 1 below including their successors in title, permitted assigns and permitted transferees

Company means Bedfordshire Parks LLP with registered number 005500949 including its successors in title, permitted assigns and permitted transferees

Debt Service Accounts means each account opened and/or maintained with the Account Bank by each Borrower and designated Debt Service Account each a "Debt Service Account"

Default means any Event of Default or event or circumstance specified in Clause 24 (Events of Default and Acceleration) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Deposit Account means an account opened and/or maintained with the Account Bank by KPHL into which Surplus Income is to be paid and designated "Deposit Account"

Disposal Proceeds means all capital monies or other sums or other consideration paid or payable (when paid) in respect of the disposal of an Obligor's interest in all or any part of any Property (other than an interest comprising a Permitted Pitch Licences as defined in the Facility Agreement)

Disposal Proceeds Account means each account opened and/or maintained with the Account Bank by the relevant Obligor into which the Disposal Proceeds are to be paid and designated "Disposal Proceeds Account"

Event of Default means any event or circumstance specified in Clause 24 (Events of Default and Acceleration) of the Facility Agreement (whether or not declared)

Facility Agreement means a facility agreement dated 1 August 2007 and made between, among others, Merrill Lynch International (as Agent) (1) Merrill Lynch International Bank Limited, London Branch (as Lenders) (2) Merrill Lynch International (as Arranger) (3) Capita Trust Company Limited (as Security Trustee) (4) Britannia Parks Limited and Others (as Borrowers) (5) and Britannia Parks Limited and others (as Guarantors) (6) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it

Finance Documents means each of the Facility Agreement, and also each Security Document, the Intercreditor Deed, the Fees Letter, the Subordination Deed, each Utilisation Request, each Transfer Certificate (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party and the Agent

Finance Parties means each of the Arranger, the Agent, the Servicer, the Lenders and the Security Trustee

Guarantors means the parties listed in Schedule 3 below

Hedging Arrangement means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under the Facility Agreement

Intellectual Property means any rights in respect of any patent, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application relating to any of the foregoing

*Please complete
in typescript, or
in bold black
capitals*

Interest Deposit Account means an account operated and/or maintained with the Account Bank by KPHL and designated "Interest Deposit Account"

Investments means the existing or future interest of the relevant person

- (a) (in the case of St Johns Priory Park Holdings Limited) in the entire issued share capital of St Johns Priory Park Limited,
 - (b) (in the case of Kingsmead Park Holdings Limited) in the entire issued share capital of Kingsmead Parks Limited,
 - (c) (in the case of Kingsmead Parks Limited) in the entire issued share capital of Kingsmead Leisure Limited,
 - (d) any stocks, shares (including all shares in any residents or management company connected with the Properties), bonds, units or any form of loan or other capital of or in any legal entity, and
 - (e) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment

*Please complete
in typescript, or
in bold black
capitals*

KPHL means Kingsmead Parks (Holdings) Limited (Co No 06211748)

KLL means Kingsmead Leisure Limited (Co No 00783016)

KPL means Kingsmead Parks Limited (Co No 00821327)

Lender means

- (a) any Original Lender, and
 - (b) any person which has become a Party in accordance with Clause 25 (Changes to the Finance Parties) of the Facility Agreement
- which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement

Obligor means each Borrower and each Guarantor and "Obligors" shall be construed accordingly

Occupational Lease means any leases and/or agreement for lease and/or licence (including without limitation any Pitch Licence and any Permitted Mobile Home Lease, as defined in the Facility Agreement) or other occupational interest subject to which each Obligor's interest in a Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them

Opco means BPL

Operating Account means each account opened and/or maintained with the Account Bank by Opco and designated "Operating Account"

Original Lender means Merrill Lynch International Bank Limited, London Branch

Party means a party to the Facility Agreement

Pitch Fee Account means each account opened and/or maintained with the Account Bank by each Propco and designated "Pitch Fee Account"

Propco means WP LLP, TP LLP, BP LLP, SJPP, KPL and KLL, each a "Propco"

Property means each Property details of which are set out in Schedule 2 below (together "the Properties") including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it

Relevant Contracts means each and all of

- (a) each contract in respect of any disposal of any Charged Asset,
 - (b) each Occupational Lease,
 - (c) each Site Licence, and
 - (d) all other agreements, in which a Chargor has an interest,
- in each case, including any guarantees or sureties entered into in respect of them

M

CHWP000

*Please complete
in typescript, or
in bold black
capitals*

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.

For official use

OC320600

**Full Name of Limited
Liability Partnership**

Bedfordshire Parks LLP

**Date of creation
of the charge**

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

**Amount secured by the
mortgage or charge**

Signed

Date

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
form. The contact information that you
give will be visible to searchers of the
public record.

On behalf of LLP (*delete as appropriate*)

Berwin Leighton Paisner LLP

Our Ref

5560434 2

DX 92 London

Tel 020 77 60 1000

Companies House receipt date barcode

***This form has been provided free of
charge by Companies House***

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

Short particulars of all the
property mortgaged
or charged

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**

CHWP000

Please do not
write in this
margin

*Please complete
in typescript, or in
bold black
capitals*

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

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

Continuation sheet No
to Form LLP395 and 410 (Scot)

LLP Number

Full Name of Limited Liability Partnership

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

Please do not
write in this
margin

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

--

***Please complete
in typescript, or
in bold black
capitals***

Please do not
write in this
margin

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

***Please complete
in typescript, or
in bold black
capitals***

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

Please do not
write in this
margin

Rents means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) proceeds of insurance in respect of loss of rent or interest on rent,
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease,
- (e) any service charge payments,
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to a Property and for expenses incurred in relation to any such breach,
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease,
- (h) any payment from a guarantor or other surety in respect of any of the items listed in this definition,
- (i) interest, damages or compensation in respect of any of the items in the definition, and any amount which represents VAT chargeable in respect of any such sum

*Please complete
in typescript, or
in bold black
capitals*

Security Trustee means Capita Trust Company Limited and security trustee for the Finance Parties including its successors in title, permitted assigns and permitted transferees

Servicer means each of

- (a) Capmark Services Ireland Limited,
- (b) an Affiliate (as defined in the Facility Agreement) of any person referred to in paragraph (a) above, and
- (c) such other person appointed by the Agent (acting upon the direction of the Majority Lenders as defined in the Facility Agreement) to act as loan servicer under the Facility Agreement

Site Licence means in relation to any Property a site licence thereof issued pursuant to the Caravan Sites and Control of Development Act 1960

SJPP means St Johns Priory Park Limited (Co No 03399930)

TP LLP means Tregatillian Parks LLP (Registered No OC216619)

VAT means value added tax or any similar or substitute tax

WP LLP means Westgate Parks LLP (Registered No OC315578)

Schedule 1 Chargors

Chargors	Jurisdiction of incorporation	Registered number
Bntannia Parks Limited	England	005500949
Westgate Park LLP	England	OC315578
Tregatillian Park LLP	England	OC316619
St Johns Priory Parks Holdings Limited	England	05806192
Bedfordshire Parks LLP	England	OC320600
St Johns Priory Parks Limited	England	00699732
Kingsmead Parks Holdings Limited	England	06211748
Kingsmead Parks Limited	England	00821327
Kingsmead Leisure Limited	England	00783016

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

Please do not
write in this
margin

**Schedule 2
The Properties**

*Please complete
in typescript, or
in bold black
capitals*

Property	Title number/Root of title	Chargor
Hedge Barton Chafford Lane Fordcombe Tunbridge Wells	K238816 K340225	Kingsmead Parks Limited
Kingsmead Park Thursley Road Elstead Surrey	SY304910	Kingsmead Parks Limited
Kingsmead Park Denny End Road Waterbeach Cambridge	Conveyance dated 9 January 1969 between (1) Kingsmead Sites (Cambridge) Limited and (2) Kingsmead Parks (Littlehampton) Limited	Kingsmead Parks Limited
Poplars Park, Shripney Road Bognor Regis	SX137899 WSX178942	Kingsmead Parks Limited
Allhallows Caravan Site Avery Way Allhallows	K258858 K353469 K276329	Kingsmead Parks Limited
Thornlea Park Lyminster Road, Littlehampton	Conveyance dated 6 July 1966 between (1) Gordon Howard Summers and (2) Kingsmead Parks (Littlehampton) Limited Conveyance dated 24 August 1966 between (1) Westminster Bank Limited and (2) Kingsmead Parks (Littlehampton) Limited WSX116342	Kingsmead Parks Limited
Braintree Mobile Home Park Coggeshall Road Braintree	EX398824 EX398818 EX350228	Kingsmead Parks Limited
Kingsmead Park Swinhope Road Binbrook	Conveyance dated 3 June 1988 between (1) M Willett and GA Willett and (2) Kingsmead Parks Limited LL90165 LL47370	Kingsmead Parks Limited
Rymer Point Barnham Suffolk	SK185616	Kingsmead Parks Limited
Hogbarn Caravan Park Hogbarn Lane Harrietsham Maidstone	K574658 K559452 K459409 K664914	Kingsmead Parks Limited
Kingsmead Park Clapham Road Bedford	BD9490	Kingsmead Parks Limited
Rushden	Conveyance dated 18 th October 1968 Caravan Holdings and Homes (Rushden) Ltd (1) Bowmaker (2) Cattell (3) Kingsmead Parks (Littlehampton) Ltd (4) Conveyance dated 22 nd March 1976 Rushden Permanent Allotment and Smallholdings Society Ltd (1) Kingsmead Parks Ltd (2) Deed of Exchange dated 18 th June 1979 Council of East Northants (1) Kingsmead Parks Ltd (2) Conveyance dated 16 th March 1981 Ellam (1) Kingsmead Parks Ltd (2)	Kingsmead Parks Limited
St John's Priory Park, Farnngdon Road, Lechlade, Gloucestershire	GR294554	St John's Priory Parks Limited
Folly Park, High Street, Clapham, Bedfordshire	BD251899	Bedfordshire Parks LLP
Radwell Retreat, Radwell, Bedfordshire	BD251893	Bedfordshire Parks LLP

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

Please do not
write in this
margin

Tregatillian Park, St Columb Major, Cornwall	CL224308	Tregatillian Parks LLP
Westgate Park, Westgate, Sleaford, Lincolnshire	LL140751	Westgate Park LLP
Allhallows Golf Course Avery Way Allhallows	K497996	Kingsmead Parks Limited
187 Lyminster Road- (part of Thornlea Park Lyminster Road, Littlehampton)	Conveyance dated 5 October 1964 between (1) Francis Huntingdon (Securities) Limited and (2) Kingsmead Parks (Littlehampton) Limited	Kingsmead Parks Limited
Boes Bridge Meadow, Lyminster Road Littlehampton	WSX263874	Kingsmead Parks Limited
Ivanhoe, Shpney Road, Bognor Regis	WSX70347	Kingsmead Parks Limited
6 Scott Close Trelford, Barnham Suffolk	NK 20110	Kingsmead Parks Limited
Kingsmead House Mytchett	SY543938 SY600526 SY336595	Kingsmead Parks Limited

*Please complete
in typescript, or
in bold black
capitals*

**Schedule 3
Guarantors**

Guarantors	Jurisdiction of Incorporation	Registered number
Britannia Parks Limited	England	05500949
Westgate Park LLP	England	OC315578
Tregatillian Park LLP	England	OC316619
Bedfordshire Parks LLP	England	OC320600
St Johns Priory Parks Holdings Limited	England	05806192
Kingsmead Parks Holdings Limited	England	06211748
St Johns Priory Parks Limited	England	00699732
Kingsmead Parks Limited	England	00821327
Kingsmead Leisure Limited	England	00783016

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 1st AUGUST 2007 AND CREATED BY BEDFORDSHIRE PARKS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 10th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

p Stacey

HLP026B