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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[213]

03580188

219705/366

Name of company

* Leisure Parks (General Partner II) Limited (the **Chargor**)

Date of creation of the charge

31 July 2009

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

A confirmatory security agreement dated 31 July 2009 between, amongst
others, the Chargor and the Facility Agent (as defined below) (the **Deed**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of each Obligor to each Finance Party under each Finance
Document including those obligations and liabilities as they are amended by
each Amendment Agreement and the Supplemental Agreement (the **Secured
Liabilities**).

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

HSBC Bank plc, Level 24, 8 Canada Square, London (the **Facility Agent**)

Postcode E14 5HQ

Presenter's name address and
reference (if any):

Allen & Overy LLP
One Bishops Square
London
E1 6AD
WTK 13726-01507 BK: 11983952

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



AH8A5C7X

A08

07/08/2009

25

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached continuation sheets.

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil.

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed Allen + Overly LLP

Date 6 August 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated 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 No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.
- (c) All the security created under the Deed:
 - (i) is, except as provided in paragraph (f) of subclause 2.1 (General) of the Deed, and in subclause 2.3(a) (Securities) of the Deed in relation to the Additional Shares, created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where the Deed purports to create a first fixed Security Interest, except as provided in paragraph (f) of subclause 2.1 (General) of the Deed, and in subclause 2.3(a) (Securities) of the Deed in relation to the Additional Shares, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when the Deed still has effect.
- (f) The Original Security Agreement did not create any Security Interest over the Leeds Property, the Brighton Cinema Property, the Aberdeen Property or the Additional Shares. The Deed creates a first fixed Security Interest over the Leeds Property, the Brighton Cinema Property, the assets of the Aberdeen Trust (to the extent that they are not freehold, feuhold or leasehold property in Scotland) and the Additional Shares. The Deed creates a first floating charge over the Aberdeen Property, the assets of the Aberdeen Trust and the assets of the Chargors not otherwise effectively mortgaged, charged or assigned by way of a fixed mortgage, charge or assignment under the Deed. If a right or asset is expressed to be assigned in relation to the Leeds Property, the Brighton Cinema Property, the assets of the Aberdeen Trust (to the extent that they are not freehold, feuhold or leasehold property in Scotland) or the Additional Shares, it will take effect as an assignment (subject to a proviso for re-assignment on redemption).

1.2 Land

- (a) The Chargor charges by way of a first fixed charge its estates or interests in the real property specified in schedule 2 (Real Property) to the Original Security Agreement (which is reproduced in schedule 2 (Real Property) to the Deed) and charges by way of a first fixed charge its estates or interests in the real property also included in schedule 2 (Real Property) to the Deed (to the extent that they are not freehold, feuhold or leasehold property in Scotland);
- (b) A reference in subclause 2.2 (Land) of the Deed to a mortgage or charge of any real property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Securities

- (a) The Chargor charges by way of a first fixed charge its interest in the Shares and the Additional Shares.
- (b) A reference in subclause 2.3 (Securities) of the Deed to a mortgage or charge of any Share or Additional Share includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession in each case, to the extent it relates to the Mortgaged Property.

1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount which relates to the Mortgaged Property standing to the credit of any account (including any account contemplated by the Credit Agreement (as amended and supplemented) or the Deed) it has with any person and the debt represented by it.

1.6 Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts relating to any asset the subject of security by way of mortgage, fixed charge or assignment under the Deed;
- (b) all other moneys due and owing to it relating to any asset the subject of security by way of mortgage, fixed charge or assignment under the Deed; and

- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) of subclause 2.6 (Book debts) of the Deed.

1.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest in each case to the extent it relates to any asset the subject of security by way of mortgage, fixed charge or assignment under the Deed.

1.8 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each appointment of a Managing Agent of the Mortgaged Property;
- (e) under any Property Trust Deed to which it is a party;
- (f) under the Property and Asset Management Agreement to the extent that it relates to the Mortgaged Property;
- (g) under the Fund and Property Management Agreement to the extent that it relates to the Mortgaged Property;
- (h) under the Fund Management Agreement to the extent that it relates to the Mortgaged Property;
- (i) under the Operator Agreement to the extent that it relates to the Mortgaged Property;
- (j) under any agreement relating to the purchase of the Mortgaged Property by a Chargor; and
- (k) under any other agreement relating to the Mortgaged Property to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause.

1.9 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any asset the subject of security by way of mortgage, first fixed charge or assignment under the Deed; and
- (b) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (a) of subclause 2.9 (Miscellaneous) of the Deed.

1.10 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assigned by way of fixed mortgage, charge or assignment under clause 2 (Creation of Security) of the Deed.
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by subclause 2.10 (Floating charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by subclause 2.10 (Floating charge) of the Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by subclause 2.10 (Floating charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed in respect of the Chargor or the Facility Agent receives notice of an intention to appoint an administrator in respect of the Chargor.
- (e) The floating charge created by subclause 2.10 (Floating charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security).

2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Deed.

In this 395:

Aberdeen Property means the Additional Property known as Queens Links Leisure Park, Aberdeen and as further described in schedule 2 (Real Property) to the Deed.

Aberdeen Trust means the Queens Links Unit Trust, a Jersey property unit trust established by the Aberdeen Trust Deed.

Aberdeen Trust Deed means the trust deed dated 29th July 2005 (as amended and restated on 2 December 2005) establishing and constituting the Aberdeen Trust.

Accession Agreement means a Guarantor Accession Agreement or a Counterparty Accession Agreement.

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Additional Property means:

- (a) any real property the security over which is fixed security created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property; and
- (b) any real property financed or refinanced under the terms of the Credit Agreement after the first Utilisation Date which is owned by a Trust (except for the West India Quay Property which is an Original Property).

Additional Shares means the shares in the capital of X-Leisure (Brighton Cinema) Limited (registered number 5604812), X-Leisure (Brighton Cinema II) Limited (registered number 5604811), X-Leisure (Leeds I) Limited (registered number 6278757) and X-Leisure (Leeds II) Limited (registered number 6278978).

Administrative Party means the Arranger or the Facility Agent.

Amendment Agreement means a supplemental agreement dated 2 December, 2005, a supplemental agreement dated 6 December, 2006, an amendment letter dated 31 December, 2008 and a waiver and amendment letter dated 6 April, 2009.

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property.

Arranger means HSBC Bank plc in its capacity as arranger.

Assignment of Rent means an assignment of rent entered into or to be entered into by an Obligor in favour of the Facility Agent.

Beneficial Owner means a Guarantor that holds the beneficial but not the legal title to a Property.

Beneficial Owner Security Agreement means a security agreement in the form of schedule 12 (Form of Beneficial Owner Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Borrower means The X-Leisure Limited Partnership (registered under the Limited Partnerships Act 1907 with registered number LP 9312 acting by its general partner the X-Leisure (General Partner) Limited (registered number 5060646).

Borrower Security Agreement means a security agreement in the form of schedule 10 (Form of Borrower Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Brighton Cinema Property means UCG Brighton Cinema, Brighton Marina, Brighton and as further described in schedule 2 (Real Property) to the Deed.

Commitment means a Term Loan Facility Commitment or a Revolving Facility Commitment.

Confirmatory Security Agreement means a confirmatory security agreement with respect to another Security Document entered into by the parties to that Security Document.

Counterparty means an Additional Counterparty or an Original Counterparty.

Counterparty Accession Agreement means a letter, substantially in the form of part 3 of schedule 8 (Forms of Accession Agreements) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Credit Agreement means the £300,000,000 (originally £370,000,000 and later £415,000,000) credit agreement dated 31 March, 2005 between (among others) the Borrower and the Facility Agent as amended and restated by a supplemental agreement dated 2 December, 2005, a supplemental agreement dated 6 December, 2006, an amendment letter dated 31 December, 2008, a waiver and amendment letter dated 6 April, 2009 and a supplemental agreement dated 31 July, 2009.

Effective Date means the Effective Date as defined in the Supplemental Agreement.

Event of Default means an event specified as such in clause 21 (Default) of the Credit Agreement.

Facility means the Term Loan Facility or the Revolving Facility.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Finance Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) the Subordination Agreement;
- (e) a Fee Letter;
- (f) a Resignation Request;
- (g) a Transfer Certificate;
- (h) an Accession Agreement; or
- (i) any other document designated as such by the Facility Agent and the Borrower.

Finance Party means a Lender, a Counterparty or an Administrative Party.

Fund and Property Management Agreement means the fund and property management agreement dated on or about 29 July 2009 between the Borrower, X-Leisure Fund, X-Leisure Fund II, the Fund and Property Manager and the Operator or any other fund or property management agreement in respect of a Partnership or its property approved by the Lenders in accordance with the Credit Agreement.

Fund and Property Manager means X-Leisure Limited, or any other fund or property manager appointed with the approval of the Lenders in accordance with the terms of the Credit Agreement.

Fund Management Agreement means an Operator's Agreement.

General Partner means:

- (a) X-Leisure (General Partner) Limited (registered number 5060646) with respect to the Borrower;
- (b) Leisure Parks (General Partner II) Limited (registered number 3580188) with respect to X-Leisure Fund II;
- (c) Leisure Parks (General Partners) Limited (registered number 3196858) with respect to X-Leisure Fund;
- (d) O2 (General Partner) Limited (registered number 3704717) with respect to the O2 Limited Partnership; or
- (e) the general partner with respect to any other limited partnership which becomes a Party.

Group means the Borrower and its Subsidiaries.

Guarantor means an Original Guarantor or an Additional Guarantor.

Guarantor Accession Agreement means a letter, substantially in the form of part 2 of schedule 8 (Form of Accession Agreements) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Hedging Arrangement means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement.

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Facility Agent and the Borrower.

Leeds Property means Cardigan Fields Leisure Park, Leeds and as further described in schedule 2 (Real Property) to the Deed.

Legal Owners means Leisure II (O2 LP) Shareholder Limited (registered number 03713410), Leisure II (West India Quay LP) Shareholder Limited (registered number 03871818), Potterplace Limited (registered number 3588417), MWB Leisure (Maidstone) Limited (registered number 3261784) MWB Leisure (Maidstone (2)) Limited (registered number 3297461), X-Leisure (Poole) Limited (registered number 3208871), X-Leisure (Boldon) Limited (registered number 3269223) and X-Leisure (Bentley Bridge) Limited (registered number 3385500).

Lender means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

Loan means a Term Loan or a Revolving Loan.

Majority Lenders means, at any time, Lenders:

- (a) whose share in the outstanding Loans and whose undrawn Commitments then aggregate 662/3 per cent. or more of the aggregate of all the outstanding Loans and the undrawn Commitments of all the Lenders;
- (b) if there is no Loan then outstanding, whose undrawn Commitments then aggregate 662/3 per cent. or more of the Total Commitments; or
- (c) if there is no Loan then outstanding and the Total Commitments have been reduced to zero, whose Commitments aggregated 662/3 per cent. or more of the Total Commitments immediately before the reduction.

Managing Agent means a Fund and Property Manager.

Mortgage of Shares means a document evidencing or creating security over the shares of an Obligor entered into or to be entered into by an Obligor in favour of the Facility Agent.

Mortgaged Property means any freehold or leasehold property the subject of the security created by the Deed.

North Finchley Property means Great North Leisure Park, North Finchley as more particularly described in a Security Document and, where the context so requires, means the buildings on that Property.

O2 Limited Partnership means the O2 Limited Partnership registered under the Limited Partnerships (Jersey) Law 1994 with registered number LP 151.

Obligor means the Borrower, a General Partner or a Guarantor.

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

Operator means Hermes Investment Management Limited or any other operator of a Partnership appointed with the approval of the Lenders in accordance with the terms of the Credit Agreement.

Operator's Agreement means the operator's agreement dated on or about 29 July 2009 between the Borrower, X-Leisure Fund, X-Leisure Fund II and the Operator or any other operator's agreement in respect of a Partnership approved by the Lenders in accordance with the Credit Agreement.

Original Counterparty means HSBC Bank plc as counterparty to certain hedging arrangements.

Original Guarantor means the companies and partnerships listed in part 2 (Original Guarantors) of schedule 1 (Original Parties) of the Credit Agreement.

Original Lender means the financial institutions listed in part 1 (Original Lenders) of schedule 1 (Original Parties) of the Credit Agreement.

Original Property means each property listed in schedule 2 (Original Properties) of the Credit Agreement (and other than in the case of the West India Quay Property) as described in a Security Document and, where the context so requires, includes the buildings on that Original Property.

Original Security Agreement means the beneficial owner security agreement dated 31 march 2005 between, among others, the chargors and the Facility Agent as supplemented by each Supplemental Beneficial Owner Security Agreement.

Party means a party to the Credit Agreement or the Deed (as applicable).

Property means an Original Property or an Additional Property.

Property and Asset Management Agreement means a fund and asset management agreement.

Property Trust Deed means a trust deed between the relevant Beneficial Owner and the relevant Property Trustees under which the Property Trustees (or in the case of the North Finchley Property, the Third Party Chargor) hold legal title to one or more of the Properties.

Property Trustee means a Guarantor that holds the legal but not beneficial title to a Property.

Property Trustee Security Agreement means a security agreement in the form of schedule 11 (Property Trustee Security Agreement) of the Credit Agreement with such amendments as the Facility Agent (acting on the instructions of the Majority Lenders) may approve or reasonably require.

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting of any part of a Property (excluding any Property any interest in which is owned by a Trust), including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of an Obligor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by an Obligor.

Resignation Request means a letter in the form of schedule 9 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Revolving Facility means the revolving loan facility made available under the Credit Agreement as described and defined in subclause 2.2 (Revolving Facility) of the Credit Agreement.

Revolving Facility Commitment means:

- (a) for the Original Lenders, the amount set opposite its name in part 1 of schedule 1 of the Credit Agreement under the heading Revolving Facility Commitments and the amount of any other Revolving Facility Commitments it acquires; and
 - (b) for any other Lender, the amount of any Revolving Facility Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the Credit Agreement.

Revolving Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Revolving Facility or the principal amount outstanding of that borrowing.

Security means any security created by the Deed.

Security Asset means all assets of the Chargor the subject of any security created by the Deed.

Security Agreement means a security agreement in the form of schedule 13 (Form of Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Security Document means:

- (a) a Security Agreement;
- (b) a Borrower Security Agreement;
- (c) a Beneficial Owner Security Agreement;
- (d) a Property Trustee Security Agreement;
- (e) a Mortgage of Shares;
- (f) a Standard Security;
- (g) an Assignment of Rent;
- (h) a Third Party Charge;
- (i) a Confirmatory Security Agreement;
- (j) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (k) any other document designated as such by the Facility Agent and the Borrower.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Shares means the shares in the capital of the Legal Owners.

Standard Security means a standard security entered into or to be entered into by an Obligor in favour of the Facility Agent.

Subordination Agreement means a subordination agreement, substantially in the form of schedule 14 (Form of Subordination Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006;
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

Supplemental Agreement means the supplemental agreement dated 31 July 2009 between the Parties and to which the Credit Agreement is scheduled.

Supplemental Beneficial Owner Security Agreement means

- (a) a supplemental beneficial owner security agreement dated 31 August, 2005 between X-Leisure Fund II acting by its general partner Leisure Parks (General Partner II) Limited, Leisure Parks (General Partner II) Limited in its own capacity and the Facility Agent in relation to Cambridge Leisure, Cherry Hinton Road, Cambridge (as further described in schedule 2 (Real Property) to the Deed);
- (b) a supplemental beneficial owner security agreement dated 10 March, 2006 between X-Leisure Fund II acting by its general partner Leisure Parks (General Partner II) Limited, Leisure Parks (General Partner II) Limited in its own capacity and the Facility Agent in relation to the Cineworld Cinema, 5 Walter Tull Way, Sixfields, Northampton (as further described in schedule 2 (Real Property) to the Deed);
- (c) a supplemental beneficial owner security agreement dated 5 March, 2007 between X-Leisure Fund acting by its general partner Leisure Parks (General Partners) Limited and the Facility Agent in relation to the new parcel of land relating to Bentley Bridge Leisure Park (as further described in schedule 2 (Real Property) to the Deed); and
- (d) a supplemental beneficial owner security agreement dated 31 December, 2008 between X-Leisure Fund II acting by its general partner Leisure Parks (General Partner II) Limited, Leisure Parks (General Partner II) Limited in its own capacity and the Facility Agent in relation to the Land at Riverside, Norwich (as further described in schedule 2 (Real Property) to the Deed),

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property (except for a Property any interest in which is owned by a Trust), by way of:

- (a) contribution to:
- (b) insurance premia;
- (c) the cost of an insurance valuation;
- (d) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
- (e) a sinking fund; or
- (f) value added tax or similar taxes.

Term Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Term Loan Facility or the principal amount outstanding of that borrowing.

Term Loan Facility means the term loan facility made available under the Credit Agreement as described and defined in subclause 2.1 (Term Loan Facility) of the Credit Agreement.

Term Loan Facility Commitment means:

for the Original Lenders, the amount set opposite its name in part 1 of schedule 1 (Original Parties) of the Credit Agreement under the heading Term Loan Facility Commitments and the amount of any other Term Loan Facility Commitment it acquires; and

for any other Lender, the amount of any Term Loan Facility Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

Third Party Charge means a document evidencing or creating security interests over, amongst other things, the legal interest in the North Finchley Property entered into or to be entered into by the Third Party Chargor.

Third Party Chargor means Albany Courtyard Investments Limited (registered number 02613458) as legal owner of the North Finchley Property.

Total Commitments means the aggregate of the Total Term Loan Facility Commitments and the Total Revolving Facility Commitments of all the Lenders.

Total Revolving Facility Commitments means the aggregate of the Revolving Facility Commitments, being £30,000,000 at the Effective Date.

Total Term Loan Facility Commitments means the aggregate of the Term Loan Facility Commitments, being £270,000,000 at the Effective Date.

Transfer Certificate means a certificate, substantially in the form of schedule 8 (Forms of Accession documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower.

Trust means:

- (a) the Aberdeen Trust;
- (b) the WIQ Trust; or
- (c) any other trust that owns the legal interest in a Property.

Utilisation Date means each date on which the Facility is utilised.

West India Quay Property means the freehold and leasehold properties situated at West India Quay, Hertsmere Road, Isle of Dogs, London E14 comprising the freehold properties registered at the Land Registry under title numbers EGL388973, EGL388966 and EGL388968 and the leasehold properties registered at the Land Registry under title numbers EGL406998, EGL403096, EGL408546 and EGL407800 and, where the context so requires, includes the buildings on the property.

WIQ Trust means the West India Quay Unit Trust, a Jersey property unit trust established by the WIQ Trust Deed.

WIQ Trust Deed means the trust deed dated 1 December 2005 establishing and constituting the WIQ Trust.

X-Leisure Fund means the X-Leisure Fund registered under the Limited Partnership Act 1907 with registered number LP 5172.

X-Leisure Fund II means the X-Leisure Fund II registered under the Limited Partnership Act 1907 with registered number LP 5856.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3580188
CHARGE NO. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CONFIRMATORY SECURITY
AGREEMENT DATED 31 JULY 2009 AND CREATED BY LEISURE
PARKS (GENERAL PARTNER II) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
EACH FINANCE PARTY 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 ON THE 7 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES