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CHFP025

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
margin

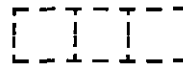
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



3920523

Name of company

Note
Please read the notes
on page 3 before
completing this form.

* Center Parcs Longleat Limited (the "Company")

* insert full name
of company

☒ We ☐ See Appendix A

☐ insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- ~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
(c) something other than the above§

This company is [the] [a] holding company of* _____
Center Parcs Elveden Limited (the "Subsidiary") which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~[this company]~~ [the Company _____
_____ the holding company of this company.]†

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

Allen & Overy
One New Change
London
EC4M 9QQ

Bk:819255.01

For official Use
General Section



The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the purpose of that acquisition~~† (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is: See Appendix B

The assistance is to be given to: (note 2) _____
Carp (UK) 2 Limited (Company Number 4066196) and Carp (UK) 3 Limited (Company Number 4066200)

The assistance will take the form of:

See Appendix C

The person who ~~has acquired~~ [will acquire]† the shares is:

Carp (UK) 3 Limited

† delete as appropriate

The principal terms on which the assistance will be given are:

See Appendix D

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Appendix J

The value of any asset to be transferred to the person assisted is £ Nil

Please do not
write in this
margin

The date on which the assistance is to be given is Appendix E

Please complete
legibly, preferably
in black type, or
bold block lettering

~~*/~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~*/~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

* delete either (a) or
(b) as appropriate

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.]* (note 3)~~

And ~~*/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at ROTHESAM

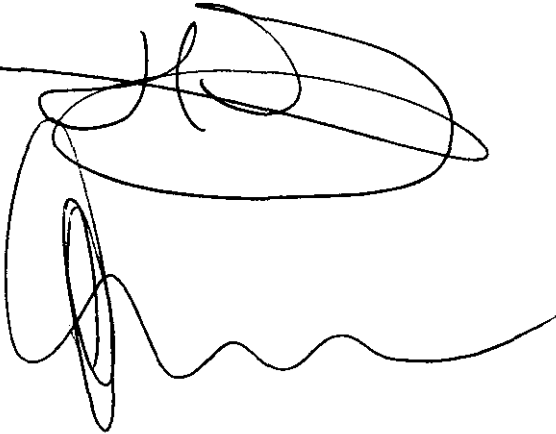
Declarants to sign below

Day Month Year
on

0	7	0	1	2	0	9	1
---	---	---	---	---	---	---	---

before me [Signature] 325486

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

CENTER PARCS LONGLEAT/CENTER PARCS ELVEDEN LIMITED

APPENDIX A

(to statutory declaration Form 155(6)(b))

1. Martin Dalby of 4 Parker Gardens Stapleford Nottingham NG9 8QP; and
2. Martin Robinson of 5 Gorse Corner, Townsend Drive, St Albans

APPENDIX B

(to statutory declaration Form 155(6)(b))

-  ~~712240~~ 5642220
1. ~~712240~~ preference shares of £1 each; and
 2. 100 Ordinary Shares of £1

APPENDIX C

(to statutory declaration Form 155(6)b - box 1 on page 2)

In this Appendix C the definitions contained in Appendix G will apply

The assistance will take the form of:

1. the execution, delivery and performance by the Company and its Subsidiary of the Debenture under which the Company and its Subsidiary covenants to pay and discharge the Liabilities on the due dates and grants fixed and floating charges, mortgages and assignments over its assets and undertaking in favour of the Security Agent (as agent and trustee for the Secured Parties) as security for the payment of all the Liabilities;
2. the execution, delivery and performance by the Company and its Subsidiary of the Intercompany Loan Agreement pursuant to which the Company and its Subsidiary will agree to make available to CARP (UK) 2 Limited and Carp (UK) 3 Limited a Facility (as defined therein) to enable CARP (UK) 2 Limited and Carp (UK) 3 Limited to meet their respective payment requirements under the Senior Credit Agreement and the Junior Credit Agreement;
3. the execution, delivery and performance by the Company and its Subsidiary of an accession agreement to the Senior Credit Agreement pursuant to which:
 - (a) the Tranche A Lenders agree to make available to Carp (UK) 3 Limited a Sterling term loan facility in a maximum aggregate principal amount not exceeding £97,000,000 (including the Tranche A Term Facility Reserved Portion in an maximum aggregate principal amount not exceeding £7,000,000);
 - (b) the Tranche B Lenders agree to make available to Carp (UK) 3 Limited, Center Parcs Longleat Limited, Center Parcs Limited, Center Parcs Elveden Limited, Center Parcs Sherwood Limited and 3D Longleat Limited a Sterling term loan facility in a maximum aggregate principal amount not exceeding £40,000,000;
 - (c) the Revolving Lenders agree to make available to the borrowers under the Senior Credit Agreement a revolving credit facility in a maximum aggregate principal amount not exceeding £20,000,000 and by way of the Revolving Facility, the issuing of letters of credit or any bank guarantees issued under the Revolving Facility and by way of Ancillary Facilities,

the proceeds of the Senior Term Advances to be applied:

- (i) in part discharging the purchase price payable for the Target Shares pursuant to the Acquisition Documents on Completion;
- (ii) in discharging existing indebtedness of the Target Group;
- (iii) in part discharging the Transaction Costs up to an amount not exceeding £17,000,000;
- (iv) in repaying certain intercompany debt of Center Parcs Longleat; and
- (v) in the case of the Tranche A Term Facility Reserved Portion, in discharging the deferred consideration element of the purchase price payable for the Target Shares pursuant to the Acquisition Agreement,

the proceeds of the Revolving Facility and each Letter of Credit and Bank Guarantee issued under the Revolving Facility and the Ancillary Facilities to be used (i) in the case of the Revolving Reserved Portion, for paying the purchase price for the Target Shares pursuant to the Acquisition Agreement in an amount not exceeding £5,000,000 including, for avoidance of doubt, payment by Carp (UK) 3 Limited of any amount under certain provisions of the Acquisition Agreement; and (ii) for the working capital and other general corporate purposes of the Group arising after the Completion Date,

under which the Company and its Subsidiary becomes a Borrower of the Revolving Advance under the Senior Credit Agreement and guarantees the repayment of all the outstanding obligations under the Senior Finance Documents;

4. the execution, delivery and performance by the Company and its Subsidiary of an accession agreement to the Intercreditor Agreement pursuant to which the Company and its Subsidiary will agree to contractually subordinate its rights to repayment of monies due from Carp (UK) 2 Limited and Carp (UK) 3 Limited under the Intercompany Loan Agreement to the rights of the Senior Banks and the Junior Banks to receive such payments; and

APPENDIX D

(to statutory declaration Form 155(6)b - Box 2 page 2)

In this Appendix D the definitions contained in Appendix G will apply.

The principal terms on which the assistance will be given are:

1. Under the terms of the Debenture:

- 1.1 the Company and its Subsidiary will, as security for the payment of all the Liabilities, charge with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Finance Parties):
 - (a) by way of first legal mortgage, the Scheduled Property and all other Property in England or Wales (other than the Short Leasehold Properties and any leasehold property subject to a lease with terms which prohibit the Company and its Subsidiary from granting a charge over such lease without the landlord's consent and the relevant landlord's consent has not been obtained at the date of the Debenture, in relation to which the provisions of Clause 2.4 of the Debenture (as outlined in Appendix I(i) shall apply) now belonging to it and (to the extent capable of being charged) all rights in relation to or under and all benefits of any covenants for title given or entered into by any predecessor in title of the Company and its Subsidiary and moneys paid or payable in respect of such covenants;
 - (b) by way of first fixed charge, all estates, interests, rights, easements and liberties belonging to the Company and its Subsidiary on or at any time after the date of the Debenture or in relation to any Property (except (i) the Short Leasehold Properties and (ii) that charged in accordance with paragraph (a) above and (iii) any leasehold property subject to a lease with terms which prohibit the Company and its Subsidiary from granting a charge over such lease without the landlord's consent and the relevant landlord's consent has not been obtained at the date of the Debenture, in relation to which the provisions set out in Appendix I(i) shall apply) including Property acquired by it after the date of the Debenture;
 - (c) by way of first fixed charge except to the extent otherwise specifically assigned under the Debenture:
 - (i) all of its Book Debts and all its benefits, rights and interests in any other Book Debts;
 - (ii) all of its Scheduled Investments and all other Investments which belong to it on or after the date of the Debenture (whether at law or in equity) together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof or in respect thereof;
 - (iii) all capital of the Company and its Subsidiary which is either at the date of the Debenture or thereafter uncalled;
 - (iv) all of its Scheduled Intellectual Property and all other Intellectual

Property which belongs to the Company and its Subsidiary on or after the date of the Debenture (except any Intellectual Property which belongs to it subject to an agreement with terms which prohibit the Company and its Subsidiary from granting a charge over such Intellectual Property without the consent of a third party and the relevant third party's consent has not been obtained at the date of the Debenture, in relation to which the provisions outlined in Appendix I(ii) shall apply);

- (v) the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by the Company and its Subsidiary relating to the use or exploitation of, Intellectual Property which have been or are hereafter granted either by or to it as at the date of the Debenture thereafter (except any such license and/or agreement with terms which prohibit the Company and its Subsidiary from granting a charge over such license or agreement without the consent of a third party and the relevant third party's consent has not been obtained at the date of the Debenture, in relation to which the provisions of Clause 2.5 of the Debenture shall apply);
- (vi) all benefits, rights, title and interest of the Company and its Subsidiary existing on or after the date of the Debenture under or in respect of any present or future contracts and/or policies of insurance (other than insurances solely for the benefit of third parties) (the "Insurances") or to or in, the proceeds of, any claim under any policy of insurance (to the extent that the same are not otherwise subject to an effective Fixed Charge under the Debenture) including, without limitation, all (Insurance Proceeds);
- (vii) all personal chattels which belong to the Company and its Subsidiary on or after the date of the Debenture and its interest in any personal chattels in its possession;
- (viii) all goodwill of the Company and its Subsidiary;
- (ix) save to the extent released in accordance with Clause 4.4(c) (Bank Balances and Collection Account(s)) of the Debenture, all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
- (x) all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) of the Company and its Subsidiary existing on or after at the date of the Debenture under or in respect of any present or future licence, consent, authorisation, concession, agreement (including, without limitation, the Relevant Documents), warranty, guarantee or letter of credit (to the extent that the same are not otherwise subject to an effective Fixed Charge or to an effective security assignment under the Debenture); and
- (xi) all benefits, rights, title and interests of the Company and its Subsidiary in, under or in respect of any pension fund or plan existing on or after the date of the Debenture.

- 1.2 In addition under the Debenture the Company and its Subsidiary as continuing security for the payment of all the Liabilities, with full title guarantee assigns absolutely (subject to the proviso for redemption hereafter contained) to the Security Agent (for the benefit of itself and the other Senior Finance Parties) all rights, title, interest and benefits present or future of the Company and its Subsidiary in, under or in respect of and the right to enforce each of the Relevant Documents in accordance with their respective terms together with the benefit of all rights and claims, representations, warranties and remedies which the Company and its Subsidiary may have against any third party in respect of those Charged Assets. Provided that on payment or discharge in full of the Liabilities to the satisfaction of the Security Agent, but subject to Clause 16.4 (Redemption) of the Debenture (under which, upon the expiry of the period beginning on the date of the Debenture and ending on the date on which the Security Agent (acting reasonably) is satisfied that all the Liabilities have been unconditionally and irrevocably paid and discharged in full), the Security Agent will at the request and cost of the person lawfully requiring the Security Agent so to do re-assign any of the property described in the Debenture then vested in it.
- 1.3 In addition under the Debenture:
- (a) The Company and its Subsidiary as security for the payment of all the Liabilities charges with full title guarantee by way of first floating charge in favour of the Security Agent (for the benefit of itself and the other Senior Finance Parties), its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture.
 - (b) The Security Agent may by notice to the Company and its Subsidiary convert with immediate effect the floating charge created by the Company and its Subsidiary under the Debenture into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if (i) a Declared Default occurs or (ii) the Security Agent acting in good faith considers those assets to be in immediate jeopardy (whether due to a risk of being seized or sold pursuant to any distress, execution, sequestration or other legal proceeding).
 - (c) Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under the Debenture will crystallise under general law) if any person levies any distress, execution, sequestration or other process against any of the assets which are charged by way of the first floating charge and such event would constitute an Event of Default, then with immediate effect and without notice the floating charge shall automatically convert into a fixed charge as regards such assets.
- 1.4 Subject to the terms of the Debenture the Security Agent may by notice to the Company and its Subsidiary require that it (at its own expense) execute and deliver to the Security Agent or procure that there is executed and delivered to the Security Agent (in such form as the Security Agent shall require but on terms no more onerous than those contained in the Debenture, save as required by law):
- (a) a legal mortgage (or equivalent document under the law of any jurisdiction) in favour of the Security Agent of such Property belonging to the Company and its Subsidiary and acquired by it after the date of the Debenture as is specified (whether generally or specifically) in the relevant notice (or such

estate or interest therein as belongs to the Company and its Subsidiary); and

- (b) such documents as may be necessary or, in the reasonable opinion of the Security Agent, expedient to transfer to the Security Agent or its nominee or to enable the Security Agent or its nominee to be registered as the holder or proprietor of or otherwise obtain legal title to such of the other Charged Assets (including, without limitation, any investments eligible to participate in any paperless transfer or settlement system or held in a clearing system) as are subject to a Fixed Charge as are specified (whether generally or specifically) in the relevant notice.

- 1.5. If for any reason any Security Interest in respect of any asset created or purported to be created pursuant to the Debenture as a Fixed Charge, does not, or ceases to, take effect as a Fixed Charge then it shall take effect as a first floating charge in respect of such asset. However such Security Interest shall, and it is the intent of the parties that such Security Interest shall, remain a Fixed Charge in respect of other Charged Assets.

2. By acceding to the Senior Credit Agreement as a Guarantor:

- 2.1 the Company and its Subsidiary (jointly and severally with the other Guarantors) will irrevocably and unconditionally;

- (a) guarantee to each Senior Finance Party and any Non-Lender Hedging Banks which have acceded to the Intercreditor Deed as a Senior Finance Party the performance by each other Obligor of all its obligations under the Senior Finance Documents and the payment when due by each other Obligor of all sums payable under the Senior Finance Documents;
- (b) undertake with each Senior Finance Party that if any other Obligor fails to pay any of the indebtedness referred to in paragraph on its due date it will pay that sum on demand; and
- (c) indemnify each Senior Finance Party on demand against all losses, damages, costs and expenses incurred by such Senior Finance Party arising as a result of any obligation of any Obligor under the Senior Finance Documents being or becoming unenforceable, invalid or illegal.

- 2.2 The Company and its Subsidiary will be liable under the Senior Credit Agreement as if it were the principal debtor and not merely a surety. Accordingly, its obligations thereunder and any liability deriving therefrom shall not be discharged or affected by any circumstance which would so discharge or affect such obligations or liability if such Guarantor were the principal debtor including:

- (a) any time, indulgence, waivers or consents given to any Obligor or any other person;
- (b) any amendment, variation or modification to any Senior Finance Document or Junior Finance Document or any other security or guarantee or any increase in the amount of the Facilities;
- (c) the making or absence of any demand on any Obligor or any other person for payment or performance of any other obligations, or the application of any moneys at any time received from any Obligor or any other person;

- (d) the enforcement, perfecting or protecting of or absence of enforcement, perfecting or protecting of any security, guarantee or undertaking (including, without limitation, all or any of the obligations and the Liabilities of any Obligor);
- (e) the release, taking, giving or abstaining from taking of any security, guarantee or undertaking (including, without limitation, the Senior Finance Documents);
- (f) the insolvency, winding-up, administration, receivership or the commencement of any other insolvency procedure under the laws of any relevant jurisdiction in relation to any Obligor, any Senior Finance Party or any other person or the making of any arrangement or composition with or for the benefit of creditors by any other Obligor, any Senior Finance Party or any other person;
- (g) any amalgamation, merger or change in constitution in relation to any Obligor, any Senior Finance Party or any other person;
- (h) the illegality, invalidity or unenforceability of or any defect in any provision of any Senior Finance Document or any security, obligations or the Liabilities arising or expressed to arise thereunder;
- (i) any Senior Finance Party ceasing or refraining from giving credit or making loans or advances to or otherwise dealing with any Obligor or any other person or any other security, guarantee or undertaking (but, without prejudice to any rights which any Guarantor may have against a Senior Finance Party by reason of default by that Senior Finance Party under the Senior Finance Documents); or
- (j) any other circumstance which, but for this provision, might operate to release or otherwise exonerate the Guarantor from its obligations hereunder (other than an express release in writing duly executed by the Facility Agent or the Security Agent or, to the extent that the Guarantor owes obligations to a Lender, an express release in writing of those obligations duly executed by that Lender).

2.4 The Company and its Subsidiary's obligations under the Senior Credit Agreement will remain in full force and effect by way of continuing security until no sum remains to be lent or remains payable under the Senior Credit Agreement. Furthermore, those obligations will be in addition to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from the Company and its Subsidiary or otherwise and the Company and its Subsidiary will waive any right it may have to require any Senior Finance Party to enforce any such security, guarantee or indemnity before claiming against it.

2.5 So long as any sum remains payable or capable of becoming payable under the Senior Finance Documents:-

- (a) any right of the Company and its Subsidiary (by reason of performance of any of its obligations under the Senior Credit Agreement), to be indemnified by any other Obligor or to take the benefit of or enforce any security or other guarantee or to receive any payment from any other Obligor shall be exercised and enforced by the Company and its Subsidiary and shall only be

exercised and enforced by the Company and its Subsidiary in such manner and on such terms as the Facility Agent may require; and

- (b) any amount received or recovered by the Company and its Subsidiary as a result of any exercise of any such right shall be held in trust for the Senior Finance Parties and immediately paid to the Facility Agent.

- 2.6 In addition the Company and its Subsidiary will on demand indemnify the Facility Agent and each Senior Finance Party against any funding or other cost, loss, expense or liability properly sustained or incurred by it as a result of it being required for any reason to refund all or part of any amount received or recovered by it from the Company and its Subsidiary in respect of any sum payable by any Borrower under the Senior Credit Agreement.
- 3. By acceding to the Senior Credit Agreement as a Borrower the Company and its Subsidiary will be liable for all amounts payable by it under the Senior Credit Agreement.
 - 4. By acceding to the Senior Credit Agreement as a Borrower and as a Guarantor the Company and its Subsidiary will give a number of representations, warranties, indemnities and undertakings.
 - 5. Under the Intercompany Loan Agreement the Company and its Subsidiary will agree to make the Facility available to Carp (UK) 2 Limited and Carp (UK) 3 Limited to enable them to meet their respective payment requirements under the Senior Credit Agreement and the Junior Credit Agreement
 - 6. By acceding to the Intercreditor Agreement the Company and its Subsidiary will agree to contractually subordinate its rights to certain indebtedness due to it to the rights of the Senior Banks and the Junior Banks to not exercise certain of its rights with respect to certain receivables due to it and in certain circumstances to turn over receipts to the Senior Banks and/or the Junior Banks or their agents.

**APPENDIX E**

On *X 7th March, 2001 X*, 2001 (or such date as the Security Agent may agree in writing provided that such later date shall not be more than 8 weeks from the date of this Statutory Declaration.

APPENDIX G

Definitions

In Appendix C and D the following expressions have the following meanings:

"Accession Document"

means an agreement pursuant to which a company becomes a borrower and/or a guarantor under the Senior Credit Agreement;

"Acquisition" means the acquisition of the Target Shares pursuant to the Acquisition Documents;

"Acquisition Agreement" means the agreement dated 20 November 2000 relating to the acquisition of the Target Shares made between, inter alia, the Parent and DN1 Holding B.V. as purchasers and Scottish & Newcastle PLC as Vendor

"Acquisition Documents"

means the Acquisition Agreement and all other Transaction Documents to which a member of the Group is a party which relate to the Acquisition;

"Ancillary Documents"

means the documents setting out the terms on which the ancillary facilities for working capital purposes (which may include, without limitation, forward and/or spot foreign exchange facilities and/or overdraft, guarantee, bonding documentary or standby letter of credit facilities) which a Lender providing the Revolving Facility may agree to provide in accordance with the Senior Credit Agreement;

"Ancillary Facilities" means ancillary facilities for working capital purposes (which may include, without limitation, forward and/or spot foreign exchange facilities and/or overdraft, guarantee, bonding documentary or standby letter of credit facilities) which a Revolving Lender may agree to provide under the Senior Credit Agreement;

"Bank Balances"

means the balances existing on or after the date of the Debenture standing to the credit of the Charged Accounts and any other balance existing on or after the date of the Debenture standing to the credit of any current, deposit or other account (excluding the Trust Accounts held by the Company and its Subsidiary on or after the date of the Debenture or in which it has an interest with any office of any bank, financial institution or other person (including the Security Agent or any of the Senior Finance Parties) and the debts represented by such balances (whether in any such case the relevant account is in the name of the Company and its Subsidiary solely or jointly with other persons or in the name of a nominee or any other person whatsoever);

"Book Debts"

means all book and other debts of any nature whatsoever due or owing to the Company and its Subsidiary on or after the date of the Debenture, the proceeds of any of the same and the benefit of all Investments, rights, Security Interests and guarantees of any nature whatsoever on or after the date of the Debenture enjoyed or held by the Company and its Subsidiary in relation thereto (other than Bank Balances);

"Center Parcs Group"

Center Parcs Longleat Limited and its subsidiaries and Center Parcs Limited and its subsidiaries;

"Charged Assets"

means assets from time to time subject to the Charges or which the Debenture from time to time purports to charge or any part of those assets;

"Charges"

means Security Interests created or which may at any time be created by or pursuant to the Debenture or any of such Security Interests and "Fixed Charge" shall be construed accordingly;

"Completion"

means completion of the sale and purchase of the Target Shares pursuant to the Acquisition Agreement

"DDB"

means the deep discount bonds issued on or about the date hereof by Carp (UK) 2 Limited to the Original Equity Investors;

"Debenture"

means a Debenture between the charging companies as defined therein and Deutsche Bank AG London as Security Agent;

"Declared Default"

means an event of default under the Senior Credit Agreement that is continuing unremedied and unwaived and in respect of which written notice has been given to Carp (UK) 1 Limited by the Facility Agent informing it of the occurrence of the event of default;

"Facilities"

means the facilities made available by Center Parcs Limited, Center Parcs Longleat Limited and its subsidiaries to Carpk (UK) 3 Limited and Carp (UK) 2 Limited;

"Facility Agent"

means Deutsche Bank AG London acting in its capacity as agent for the Lenders or such other replacement agent for the Lenders as shall be appointed pursuant to the Senior Credit Agreement;

"Fees Letter"

means the letter from Merrill Lynch International and Deutsche Bank AG London to Carp (UK) 1 Limited 20 November 2000 setting out details of certain fees payable by Carp (UK) 1 Limited in connection with the Senior Facilities;

"Fixtures"

means fixtures, fittings (including trade fixtures and fittings), fixed plant, machinery and apparatus excluding, in the case of leasehold properties, any fixtures and fittings in which the landlord has a legal and beneficial interest;

"Group"

means Carp (UK) 1 Limited and its Subsidiaries from time to time and **"member of the Group"** and **"Group Company"** or **"Group Companies"** means any one of them;

"Guarantors"

means a guarantor under the Senior Credit Agreement being Carp (UK) 1 Limited, Carp (UK) 2 Limited, Carp (UK) 3 Limited, Center Parcs Longleat Limited, Center Parcs Elveden Limited, Center Parcs Sherwood Limited, Center Parcs Limited and 3D Longleat Limited and any other member of the Group which accedes to the Senior Credit Agreement as a guarantor and **"Guarantor"** means any of them;

"Hedging Bank"

means any Lender or any prime bank in the London Interbank Market in its capacity as provider of interest rate hedging in relation to the Senior Term Facilities under the Hedging Documents which has acceded to the Intercreditor Deed;

"Hedging Documents"

means each ISDA Master Agreement entered into between any borrower under the Senior Credit Agreement and a Hedging Bank and each contract or confirmation given thereunder, in each case to the extent it relates to the provision of interest rate hedging facilities to any borrower under the Senior Credit Agreement in relation to the Senior Term Facilities;

"Insurances"

means all benefits, rights, title and interest now or hereafter of the Company and its Subsidiary under or in respect of any present or future contracts and/or policies of insurance (other than insurances solely for the benefit of third parties);

"Insurance Proceeds"

means all and any moneys received by or on behalf of the Company and its Subsidiary by virtue of any insurance (other than moneys relating to any policies in respect of public liability, employers liability or engineering inspection (and any other policies maintained from time to time by the Company and its Subsidiary solely for the benefit of third parties), which moneys shall be paid to the third parties entitled to receive the same);

"Intellectual Property"

means all patents and patent applications, trade marks, service marks, trade mark and service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights (including any software) and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all logos, get-up, inventions (including any software), semi-conductor topography rights, database rights, all trade secrets, know-how and all

other similar intellectual property rights owned by members of the Group throughout the world or the interests of any member of the Group in any of the foregoing, and all rights under any agreements entered into by or for the benefit of any member of the Group relating to the use or exploitation of any such rights;

"Inter-Company Loan Agreement"

means the inter-company loan agreement entered into between Carp (UK) 2 Limited, Carp (UK) 3 Limited, Center Parcs Limited, Center Parcs Longleat Limited, Center Parcs Sherwood Limited, Center Parcs Elveden Limited and 3 D Longleat Limited;

"Intercreditor Agreement"

means the intercreditor deed, in the agreed terms, entered or to be entered into between inter alia each of the Senior Finance Parties, the Junior Finance Parties, the Hedging Banks, the Obligors and each of the Equity Investors;

"Investment"

means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment now or in the future owned at law or in equity by each Charging Company and all rights and benefits arising and all money payable in respect of any of them, whether by way of redemption, conversion, dividend, interest bonus, option or otherwise;

"Junior Banks"

Merrill Lynch Corporation and any Junior Transferee (until, in each case, its entire participation in the Junior Facility has been assigned or transferred to a Transferee in accordance with the Junior Credit Agreement);

"Junior Credit Agreement"

means a junior Credit Agreement between Carp (UK)2 Limited as Borrower Merrill Lynch International as arranger, Merrill Lynch International as documentation agent Merrill Lynch Capital Corporation as original lender Merrill Lynch International as bookrunner Merrill Lynch International as facility agent Merrill Lynch International as security agent;

"Junior Facility"

means the term loan facility in an initial principal amount of £35,000,000 which has been made available under the Junior Credit Agreement;

"Junior Transferee"

means any bank, trust, corporate or financial institution or any vehicle or other entity which is regularly engaged in making, purchasing or investing in loans and/or securities or which was established for the purpose of making, purchasing or investing in loans and/or securities to whom a Junior Bank transfers all or part of its rights, benefits and obligations under the Junior Credit Agreement;

"Lender"

means a Lender under the Senior Credit Agreement and in each case any Transferee until, in each case, its entire participation in the Senior Facilities has been assigned or transferred to a Transferee (collectively the **"Lenders"**);

"Liabilities"

means all indebtedness and other liabilities of any nature of each Obligor due, owing or incurred under or in connection with the Senior Finance Documents (or any of them) to the Security Agent and/or the Senior Finance Parties and/or any Receiver (including, without limitation, under any amendments, supplements or restatements of any of the Senior Finance Documents or in relation to any new or increased advances or utilisations) whether present or future, actual or contingent, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, in any currency or currencies, together with all interest accruing thereon whether before or after judgement, and all costs, charges and expenses incurred in connection therewith and **"Liability"** shall be construed accordingly;

"Non-Lender Hedging Bank"

means any Hedging Bank which is not also a Lender;

"Obligors"

means Carp (UK) Limited, each of the borrower and guarantors under the Senior Credit Agreement and **"Obligor"** means any of them;

"Original Equity Investors"

means Deutsche Bank AG London and each DB Affiliate being, a limited partnership to be formed in the future to be named DB Capital Partners (Europe) 2000 LP (or a similarly named entity) and/or any other partnership, fund or other investment entity established or managed by Deutsche Bank AG or any of its Subsidiaries as at the date hereof or within a period of six months from the date of the Senior Credit Agreement and the trustees from time to time of the Carp Trust a trust established under Jersey law pursuant to a trust deed dated 9th November, 2000 made by Maurant & Co. Trustees Limited, a company incorporated in Jersey and the trustees of the trust as at the date hereof;

"Property"

means freehold and leasehold property in England or Wales and other real estate anywhere in the world and any reference to any Property or any estate or interest therein includes a reference to all rights, easements and liberties from time to time attached or appurtenant thereto, all buildings and Fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;

"Relevant Documents"

means the acquisition agreement between Scottish and Newcastle plc and DN1 Holding BV and Carp (UK) 3 Limited as amended pursuant to which Carp (UK) 3 Limited will purchase the entire share capital of the Center Parcs Group, the Second Completion Tax Deed of Covenant, the Trade Mark Agreement, the Hedging Documents, the Inter-Company Loan Agreement and the Insurances;

"Scheduled Intellectual Property"

means the Intellectual Property described in Appendix H Part 1;

"Scheduled Investments"

means the Investments described in Appendix H Part 2;

"Scheduled Property"

means the Property described in Appendix H Part 3 and the proceeds of sale thereof and all rights, easements and liberties from time to time attached or appurtenant thereto and all buildings and Fixtures (as defined in the Debenture) from time to time therein or thereon;

"Second Completion Tax Deed of Covenant"

means the tax deed of covenant relating to among others Center Parcs Longleat Limited and its subsidiaries and Center Parcs Limited and its subsidiaries as amended and supplemented;

"Secured Parties"

means the Senior Finance Parties;

"Security Agent"

means Deutsche Bank AG London as security trustee for the Senior Finance Parties and the Non-Lender Hedging Banks or such other security trustee as may be appointed under the terms of the Senior Finance Documents to hold the whole or any part of the security created by the Security Documents;

"Security Documents"

means the Debenture and any other document providing for a guarantee or Security Interest in favour of the Senior Finance Parties and the Non-Lender Hedging Banks (or any of them) in respect of the obligations of the Obligor under the Senior Finance Documents;

"Security Interest"

means the security interests created under the Debenture and described in paragraph 1 of Appendix D;

"Senior Banks"

means the Lenders;

"Senior Credit Agreement"

means a senior credit agreement between amongst others Carp (UK) 1 Limited and certain of its subsidiaries as borrowers and guarantors, Deutsche Bank AG London as senior facility agent, senior security agent and mandated joint lead arranger, the Lenders (as defined therein) and Merrill Lynch International as mandated joint lead arranger, documentation agent and sole book runner under which the Lenders agree to make the Senior Facilities available to the Borrowers (as defined therein);

"The Senior Facilities"

means:

- (i) a senior secured term loan A facility in an aggregate amount not exceeding £97 million (including the Tranche A Term Facility Reserved Portion in an aggregate amount not exceeding £7 million) ("Tranche A") which shall be made available under the Senior Credit Agreement by the "Tranche A Lenders";
- (ii) a senior secured term loan B facility in an aggregate amount not exceeding £40 million ("Tranche B") which shall be made available under the Senior Credit Agreement by the "Tranche B Lenders"; and
- (iii) a senior secured term loan C facility in an aggregate amount not exceeding £40 million ("Tranche C") which shall be made available under the Senior Credit Agreement by the "Tranche C Lenders"; and
- (iv) a senior secured multicurrency revolving credit facility in an aggregate amount of £20 million (the "Revolving Facility") which shall be made available under the Senior Credit Agreement by the "Revolving Lenders";

and the Senior Term Facilities means the Senior Facilities described in paragraphs (i)-(iii) above;

"Senior Debt"

means all Indebtedness payable or owing by the Obligors or any of them to the Senior Finance Parties or the Hedging Banks or any of them pursuant to the Senior Finance Documents or any of them;

"Senior Discharge Date"

means the date on which all Senior Debt has been fully discharged and all commitments of the Senior Finance Parties to the Obligors have been terminated or cancelled in accordance with the Senior Finance Documents and in circumstances where an Obligor has provided cash cover in respect of the whole amount of any contingent liability under and in accordance with the Senior Finance Documents, the provision of cash cover will be deemed to be a discharge of the relevant amount of the Senior Debt;

"Senior Finance Documents"

means the Senior Credit Agreement, each Security Document, the Intercreditor Deed, the Hedging Documents, the Ancillary Documents, each Accession Document, each Transfer Certificate and the Fees Letter and any other document designated as a "Senior Finance Document" by the Facility Agent and the Parent;

"Senior Transferee"

means any bank, trust, corporate or financial institution or any vehicle or other entity which is regularly engaged in making, purchasing or investing in loans and/or securities or which was established for the purpose of making, purchasing or investing in loans and/or securities to whom a Lender transfers all or part of its rights, benefits and obligations under the Senior Credit Agreement;

"Short Leasehold Properties"

means Barton Hall Chalet Hotel, Kingkerswell Road, Torquay, Devon and the offices at Kirklington Road, Eakring, Nottinghamshire;

"Target Shares"

means the shares in 3D Longleat Limited, Center Parcs Longleat Limited, Center Parcs Limited, Center Parcs Sherwood Limited and Center Parcs Elveden Limited;

"Trade Mark Agreement"

means the agreement relating to trademarks made between Center Parcs Longleat Limited and Center Parcs Holding BV;

"Tranche A Facility Reserved Portion"

means the amount of £7,000,000 reserved under the Tranche A Facility to be used for discharging the deferred consideration element of the purchase price payable for the Target Shares;

"Transaction Costs"

means all fees, costs and expenses and stamp, registration, notarial and similar taxes incurred by Carp (UK) Limited and its subsidiaries in connection with the Acquisition and its financing;

"Transfer Certificate"

means a certificate pursuant to which a Lender transfers its participation under the Senior Credit Agreement;

"Trust Accounts"

means (a) the account in the name of "Evershed Trustee/CPL" held with Handelsbanken Markets (and any other account that may be set up from time to time to enable the Charging Companies to comply with the Relevant Legislation), (b) the employee charity account (the "Charity Account") held with The Governor and Company of the Bank of Scotland for the benefit of the charity "Save the Children" and (c) the account in the name of "3D Education and Adventure Clients Trust" with number 00581980 and sort code 80-11-00, held with The Governor and Company of the Bank of Scotland;

APPENDIX H

PART 1

3D Longleat Limited – Community Trademarks

Trade Mark	Application/ Registration No.	Class(es)	Type of Application	Country
3D	1176254	16, 18, 21, 25, 28, 39, 41, 42	CTM	Sweden, Austria, Greece, Benelux, Germany, Ireland, CTM, Italy, Portugal, United Kingdom, Spain, Denmark, Finland, France
3D EDUCATION AND ADVENTURE	1176908	16, 18, 21, 25, 28, 39, 41, 42	CTM	Sweden, Spain, United Kingdom, Germany, Finland, France, Greece, Ireland, Benelux, Italy, Austria, Portugal, CTM, Denmark

Center Parcs Longleat Limited – UK Trade Marks

Trade Mark	Application/ Registration No.	Class(es)	Country
CENTER PARCS SELECT	2225361	9, 35	United Kingdom
AQUA SANA	2155548	3, 41, 42	United Kingdom
AQUA SANA & DEVICE	1333135	42	United Kingdom
BOTTEGA DEL VINO	2172273	42	United Kingdom
CENTER PARCS	1348983	39, 41, 42	United Kingdom
CENTER PARCS COUNTRY BREAKS/COUNTRY BREAKS CENTER PARCS (SERIES OF TWO)	2004902	25, 39, 41, 42	United Kingdom
CENTER PARCS DEVICE	1291562	41	United Kingdom
CENTER PARCS DEVICE	1291563	42	United Kingdom
CENTER PARCS DEVICE	1356919	4, 6, 8, 14, 16, 18, 21, 24, 25, 26, 28, 29, 30, 31	United Kingdom

Trade Mark	Application/ Registration No.	Class(es)	Country
CENTER PARCS THE UNIQUE SHORT BREAK/THE UNIQUE SHORT BREAK CENTER PARCS	2004878	25, 39, 41, 42	United Kingdom
CENTER PARC/CENTRE PARCS/CENTRE PARKS/ CENTRE PARK/CENTER PARC/CENTER PARCS/CENTER PARKS/CENTER PARK	1484081	42	United Kingdom
CRISPINS	2155554	29, 30, 32, 42	United Kingdom
FITNESS MOTIVATION	2004912	25, 39, 41, 42	United Kingdom
FLOWER POWER CENTER PARCS DEVICE	2178619A	16, 25	United Kingdom
LA SAPINIERE	2168962	32, 33, 42	United Kingdom
SPORTIQUE	2155600	25	United Kingdom
THE BRITISH HOLIDAY THE WEATHER CAN'T SPOIL	2004835	25, 39, 41, 42	United Kingdom
THE COUNTRY CLUB IN THE FOREST	2049312	39, 41, 42	United Kingdom
TREE HOUSE/TREEHOUSE	2183628A	14, 18, 25, 26, 28, 30, 32	United Kingdom
TREE HOUSE/TREEHOUSE	2183628B	16	United Kingdom
VILLAGE LIFE	2243406	16, 39, 41, 42	United Kingdom

Center Parcs Longleat Limited - Community Trade Marks (held jointly with Center Parcs B.V.)

Trade Mark	Application/ Registration No.	Class(es)	Country
CENTER PARCS	131904	39, 41, 42	European Union
CENTER PARCS met VOGEL (in colour)	304444	39, 41, 42	European Union
VOGEL (black & white)	000304394	39, 41, 42	European Union

PART 2

Details of the Scheduled Investments

<u>Name of Company</u>	<u>Company Number</u>	<u>Name of Investment</u>	<u>Company Number</u>	<u>Shareholding (Percentage of ordinary shares)</u>
Center Parcs Longleat Limited	3920523	3D Longleat Limited	4089741	100
		Center Parcs Elveden Limited	4074184	100
		Center Parcs Sherwood Limited	4074263	100
Center Parcs Limited	1908230	Center Parcs (Nominees) Limited	2250261	100
		Centrepark Limited	1917936	100

PART 3

Details of the Scheduled Property

1. 3D Longleat Limited

1.1 Little Canada Holiday Village

- (1) All that freehold property known as Little Canada Holiday Village and Hazel Lodge, Wootton Creek, Wootton together with buildings thereon registered at HM Land Registry with title absolute under title numbers IW9966 and all that freehold property known as land to the west side of New Road, Wootton registered at HM Land Registry with title absolute under title number IW28823; and
- (2) all that leasehold property known as foreshore at Wootton Creek, Isle of Wight and comprised in a lease dated 11 October 1995 made between the Crown Estate Commissioners (1) and Scottish & Newcastle plc (2).

1.2 Osmington Bay Holiday Centre, Weymouth

All that freehold property known as Osmington Bay Holiday Centre, Weymouth registered at HM Land Registry with title absolute under title number DT104383.

2. Center Parcs Longleat Limited

- (1) All that leasehold property known as Longleat Holiday Village, Horningsham Road, Longleat, Warminster registered at HM Land Registry with leasehold title absolute under title number WT190379 as comprised in an underlease dated 23rd March 2000 between S&N Pubs and Restaurants Limited (1) and Center Parcs Longleat Limited

(2) for a term of years commencing on 23rd March 2000 and expiring on 23rd February 2073 as varied by a deed of variation to be dated on or around the date of this Debenture between (1) S&N Pubs and Restaurants Limited (1) and (2) Center Parcs Longleat Limited; and

- (2) All that leasehold property known as Aucombe House, Longleat, Warminster in the course of first registration at HM Land Registry under allocated title number WT196071 as comprised in an underlease dated 25th August 2000 between S&N Pubs and Restaurants Limited (1) and Center Parcs Longleat Limited (2) for a term of years commencing on 25th August 2000 and expiring on 25th February 2073 as varied by a deed of variation to be dated on or around the date of this Debenture between (1) S&N Pubs and Restaurants Limited (1) and (2) Center Parcs Longleat Limited.

3. Center Parcs Elveden Limited

All that leasehold property known as Warren Wood, Elveden, in the course of first registration at HM Land Registry under allocated title number SK209974 as comprised in a lease dated 14th September 2000 between Scottish & Newcastle plc (1) and S&N Pubs and Restaurants Limited (2) for a term of 999 years commencing on 14th September 2000 as varied by a Deed of Variation dated on or around the date of this Debenture and made between (1) S&N Pubs and Restaurants Limited and (2) Center Parcs Elveden Limited.

4. Center Parcs Sherwood Limited

All that leasehold property known as land to the west of Old Rufford Road, Rufford in the course of first registration at HM Land Registry under allocated title number NT354707 as comprised in a lease dated 14th September 2000 between Scottish & Newcastle plc (1) and S&N Pubs and Restaurants Limited (2) for a term of 999 years commencing on 14th September 2000 as varied by a Deed of Variation dated on or around the date of this Debenture and made between (1) S&N Pubs and Restaurants Limited and (2) Center Parcs Sherwood Limited.

APPENDIX I

Under the terms of the Debenture:

- (i) (a) Until the relevant consent has been obtained, there shall be excluded from the charge described at paragraph 1.1 and from the floating charge described at paragraph 1.3, or the perfection of such charges, any leasehold property held by a Charging Company under a lease the terms of which either preclude absolutely such Charging Company from creating any charge over its leasehold interest in such property or require the consent of the landlord or any other third party prior to the creation of such charge and such consent shall not have been obtained at the date hereof (each an "Excluded Property").
- (b) With regard to each Excluded Property (other than the Shot Leasehold Properties), the Company and its Subsidiary undertakes to make application for the consent of the relevant third party to the crease or perfection of the charges described at paragraph 1.1 and paragraph 1.3 within 21 days of the date of a request from the Security Agent that such application be made that in respect of each lease specified in such request which provides (expressly or as implied by statute) that the relevant landlord or third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with such third parties.
- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property shall thereupon stand charged to the Security Agent pursuant to the terms described at paragraphs 1.1 and 1.3 above and the relevant Charging Company shall provide the Security Agent with a copy of the third party consent within 7 days of such consent being given. If required by the Security Agent at any time following receipt of such consent the relevant Charging Company will execute a valid legal mortgage in such form s the Security Agent acting reasonably shall require.
- (ii) (a) Until the relevant consent has been obtained, there shall be excluded from the charge described at paragraph 1.1 and from the floating charge described at paragraph 1.3 or, as the case may be, the assignment by way of security described at paragraph 1.2 and from the operation of the further assurance provision set out in Clause 10 (*Further Assurance*) any Contractual right acquired by the Company and its Subsidiary after the date of this Debenture and enjoyed by the Company and its Subsidiary under a Contract the terms of which either preclude absolutely the Company and its Subsidiary from creating any Charge over the benefit or from assigning its rights arising from such Contract or requiring the consent of any third party prior to the creation of such charge or to the assignment of such rights and such consent shall not have been previously obtained (each an "Excluded Contract").
- (b) With regard to each Excluded Contract, the Company and its Subsidiary undertakes to make application for the consent of the relevant third party to the creation or perfection of the Charges described at paragraph 1.1 and paragraph 1.3 or to the effecting of the assignment described at paragraph 2.2 within 21 days of the date of a request from the Security Agent that such application be made and, in respect of each Contract which provides that the relevant third party will not necessarily withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations with such third parties.

- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Contract shall thereupon stand charged, or as the case may be, assigned to the Security Agent pursuant to the terms described at paragraph 1.1 and paragraph 1.3 or, where relevant, paragraph 1.2 above.
- (d) The provisions described in this Appendix I (ii) shall not apply to any Relevant Document.

For the purposes of the provisions described in this Appendix I (ii), "**Contract**" means all licences, consents, contracts, agreements and authorisations (other than the Relevant Documents) held or utilised by the Company and its Subsidiary and "**Contractual Rights**" means the rights or benefits accruing to the Company and its Subsidiary in respect of any such Contract (including, where the context so allows, Intellectual Property).

APPENDIX J

By means of the Intercompany Loan Agreement a maximum amount of £300,000,000 - being amounts due under the Senior Credit Agreement, the Junior Credit Agreement and the DDBs (as further detailed in Appendix D)

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The Directors
Center Parcs Longleat Limited
One Silk Street
London EC2Y 8HQ

7 March 2001

Dear Sirs

**Auditors' report to the directors of Center Parcs Longleat Limited pursuant to
Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors of Center Parcs Longleat Limited ('the Company') dated 7 March 2001 in connection with the proposal that the Company should give financial assistance for the purchase of 100 of the ordinary shares and ~~5,712,240~~ of the preference shares of the Company.

5,642,220 p.s.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers
Chartered Accountants and Registered Auditors