

MG01

021979/13

Oyez

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



A01

A1DV08ZV

24/07/2012

#298

COMPANIES HOUSE

1	Company details	For official use
Company number	0 1 1 9 1 5 3 4	33 ▶ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	PGL TRAVEL LIMITED (the "Chargor")	
2	Date of creation of charge	
Date of creation	01 08 2007 20 01 12	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	STANDARD SECURITY	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	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 any Finance Party under each Finance Document to which an Obligor is a party (including all amendments and supplements including supplements providing for further advances) For definitions, please see Continuation Page 1 of 5	Continuation page Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge						
Name	BARCLAYS BANK PLC (Company Number 1026167) as facility						
Address	agent, security agent and security trustee (the "Facility Agent")						
	1 Churchill Place, London						
Postcode	E	1	4		5	H	P
Name							
Address							
Postcode							

Continuation page

Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>ALL and WHOLE those subjects known as Lodge Farm, Newton, Lochranza comprising that piece of ground part of the Sannox Estate in the Island of Arran and County of Bute extending to Four hundred and Thirty seven decimal or one thousandth parts of an acre or thereby lying on the northeast side of the public road leading from the Newton Shore to Lochranza along which it extends One hundred and Sixty three feet Three inches or thereby and being the subjects more particularly described in, in feu farm disposed by and as delineated and coloured blue on the sketch or plan thereof annexed and signed as relative to Feu Disposition by Charles John Graham Fforde in favour of Mrs Susan Kerr (otherwise Susan MacMillan Kerr) dated the Eighth and recorded in the Division of the General Register of Sasines applicable to the County of Bute the Sixteenth both days of March Nineteen hundred and Seventy two, Together with the whole other buildings and erections on such plots or areas of ground, the heritable fittings and fixtures therein and thereon, the parts privileges and pertinents thereof, the whole other rights exclusive, mutual, common or otherwise pertaining thereto, and the Chargor's whole right title and interest present and future therein and thereto</p>						

Continuation page

Please use a continuation page if you need to enter more details

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument


You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature  X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

DGO/EGA/Bar7930-14

Company name

Sample Fraser LLP

Address

80 George Street

Edinburgh

Post town

County/Region

Postcode

E H 2 3 B U

Country

DX ED447

Telephone

0131 273 3771



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Continuation Page 1 of 5</p> <p>Definitions</p> <p>Accession Agreement means (a) a letter, substantially in the form of Schedule 11 of the Credit Agreement, or (b) a Hedge Counterparty Accession Agreement, in each case with such amendments as the Facility Agent and the Company may agree</p> <p>Additional Borrower means a member of the Group which becomes a Borrower after the date of the Credit Agreement,</p> <p>Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement,</p> <p>Administrative Party means a Mandated Lead Arranger or the Facility Agent,</p> <p>Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term Affiliate shall not include (a) the UK government or any member of instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or (b) any persons or entities controlled by or under common control with the UK government or any member of instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries (within the meaning of section 1159 of the Companies Act 2006) or subsidiary undertakings (within the meaning of section 1162 of the Companies Act 2006),</p> <p>Ancillary Facility means any ancillary facility made available by an Ancillary Lender under Clause 9 of the Credit Agreement,</p> <p>Ancillary Facility Document means any document evidencing an Ancillary Facility,</p> <p>Ancillary Lender means each Lender or Affiliate of a Lender which makes available an Ancillary Facility in accordance with Clause 9 of the Credit Agreement,</p> <p>Borrower means the Company, an Original Borrower or an Additional Borrower,</p> <p>Company means Holidaybreak Limited, a company incorporated in England and Wales with registered number 02305562,</p> <p>Credit Agreement means the Credit Agreement dated 29 June 2012 between, among others, the Original Obligors and the Facility Agent, and any alteration, variation or amendment thereto,</p> <p>Facility means a credit facility made available under the Credit Agreement,</p> <p>Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement,</p> <p>Please see Continuation Page 2 of 5</p>	

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Continuation Page 2 of 5</p> <p>Finance Document means</p> <ol style="list-style-type: none"> 1 the Credit Agreement, 2 a Security Document, 3 a Fee Letter, 4 a Hedging Agreement, 5 the Hedging Letter, 6 a Transfer Certificate, 7 an Accession Agreement, 8 an Ancillary Facility Document, 9 a Resignation Request, or 10 any other document designated as such by the Facility Agent and the Company, <p>Finance Party means a Lender, an Issuing Bank, a Hedge Counterparty, an Ancillary Lender or an Administrative Party,</p> <p>Group means the Company and its Subsidiaries,</p> <p>Guarantor means the Company, an Original Guarantor or an Additional Guarantor,</p> <p>Hedge Counterparty means</p> <ol style="list-style-type: none"> (a) each Original Hedge Counterparty, or (b) any person which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of Subclause 3 6 and Schedule 14 of the Credit Agreement, <p>Hedge Counterparty Accession Agreement means a letter, substantially in the form of Schedule 13 of the Credit Agreement, with such amendments as the Facility Agent, the relevant Hedge Counterparty and the Company may agree,</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Letter delivered to the Facility Agent under Clause 5 1 of the Credit Agreement,</p> <p>Hedging Letter means a letter dated on or about the date of the Credit Agreement between the Company and the Facility Agent relating to the interest rate hedging effected or to be effected by the Group,</p> <p>Holding Company of any other person means a company in respect of which that other person is a Subsidiary,</p> <p>Issuing Bank means</p> <ol style="list-style-type: none"> (a) an Original Issuing Bank, or (b) any person which becomes a Party as an Issuing Bank in accordance with Clause 34 2 of the Credit Agreement, <p>Lender means</p> <ol style="list-style-type: none"> (a) an Original Lender, or (b) any person which becomes a Party as a Lender in accordance with Clause 34 2 of the Credit Agreement, <p>Please see Continuation Page 3 of 5</p>	

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Continuation Page 3 of 5

Mandated Lead Arrangers means Barclays Bank plc, HSBC Bank plc, HSBS Trinkaus & Burkhardt AG, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as joint mandated lead arrangers and bookrunners,

Obligor means a Borrower or a Guarantor,

Original Borrower means the subsidiaries of the Company listed in Schedule 1 of the Credit Agreement as original borrowers,

Original Guarantor means the subsidiaries of the Company listed in Schedule 1 of the Credit Agreement as original guarantors,

Original Hedge Counterparty means Barclays Bank plc, HSBC Bank plc, HSBS Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services plc,

Original Issuing Bank means Barclays Bank plc, HSBC Bank plc, HSBS Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services plc,

Original Lender means Barclays Bank plc, HSBC Bank plc, HSBS Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services plc,

Original Obligor means the Company, an Original Borrower or an Original Guarantor,

Party means a party to the Credit Agreement,

Resignation Request means a letter in the form of Schedule 12 of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require,

Security Agreement means the security agreement dated on or about the date of the Credit Agreement between, among others, the Company and the Facility Agent,

Security Document means

(a) the Security Agreement,

(b) the Dutch law notarial deed of pledge of shares in Eurocamp Travel B V dated on or about the date of the Credit Agreement between, among others, Greenbank Holidays Limited as pledgor, the Facility Agent as pledgee and Eurocamp Travel B V as the company whose shares are pledged,

(c) the Dutch law notarial deed of pledge of shares in Business Reservations Centre Holland Holding B V dated on or about the date of the Credit Agreement between Superbreak Mini-Holidays Limited as pledgor, the Facility Agent as pledgee and Business Reservations Centre Holland Holding B V as the company whose shares are pledged,

(d) the Dutch law notarial deed of pledge of shares in Business Reservations Centre Holland B V dated on or about the date of the Credit Agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and Business Reservations Centre Holland B V as the company whose shares are pledged,

Please see Continuation Page 4 of 5

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Continuation Page 4 of 5</p> <p>(e) the Dutch law notarial deed of pledge of shares in Camping in Comfort B V dated on or about the date of the Credit Agreement between Eurocamp Travel B V as pledgor, the Facility Agent as pledgee and Camping in Comfort B V as the company whose shares are pledged,</p> <p>(f) the Dutch law notarial deed of pledge of shares in Djoser B V dated on or about the date of the Credit Agreement between Holidays Limited as pledgor, the Facility Agent as pledgee and Djoser B V as the company whose shares are pledged,</p> <p>(g) the Dutch law notarial deed of pledge of shares in Bookit B V dated on or about the date of the Credit Agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and Bookit B V as the company whose shares are pledged,</p> <p>(h) the Dutch law notarial deed of pledge of shares in B V Weekendjeweg nl dated on or about the date of the Credit Agreement between Business Reservations Centre Holland Holding B V as pledgor, the Facility Agent as pledgee and B V Weekendjeweg nl as the company whose shares are pledged,</p> <p>(i) the Dutch law notarial deed of pledge of shares in Easycamp B V dated on or about the date of the Credit Agreement between Eurocamp Travel B V as pledgor, the Facility Agent as pledgee and Easycamp B V as the company whose shares are pledged,</p> <p>(j) the Dutch law notarial deed of pledge of shares in Eurosites B V dated on or about the date of the Credit Agreement between Greenbank Holidays Limited as pledgor, the Facility Agent as pledgee and Eurosites B V as the company whose shares are pledged,</p> <p>(k) the Dutch law notarial deed of pledge of shares in Keycamp Holidays Netherlands B V dated on or about the date of the Credit Agreement between, among others, Greenbank Holidays Limited as pledgor, the Facility Agent as pledgee and Keycamp Holidays Netherlands B V as the company whose shares are pledged,</p> <p>(l) the Dutch law security agreement referred to in Subclause 5 4(b) of the Credit Agreement,</p> <p>(m) the Irish law security agreement dated on or about the date of the Credit Agreement between NST Limited and the Facility Agent,</p> <p>(n) the Irish law share mortgage dated on or about the date of the Credit Agreement between Holidaybreak Education Limited and the Facility Agent relating to the shares in NST Limited,</p> <p>(o) the Irish law share mortgage dated on or about the date of the Credit Agreement between Greenbank Holidays Limited and the Facility Agent relating to the shares in Keycamp Holidays (Ireland) Limited,</p> <p>(p) the Scottish law standard security dated on or about the date of the Credit Agreement granted by PGL Travel Limited in favour of the Facility Agent in respect of Dalguise House and adjoining land, Dalguise, Perthshire PH8 0JX,</p> <p>(q) the Scottish law standard security dated on or about the date of the Credit Agreement granted by PGL Travel Limited in favour of the Facility Agent in respect of Lochranza Field Centre, Lochranza, Isle of Arran,</p> <p>Please see Continuation Page 5 of 5</p>

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Continuation Page 5 of 5</p> <p>(r) the Scottish law standard security dated on or about the date of the Credit Agreement granted by PGL Travel Limited in favour of the Facility Agent in respect of Lodge Farm, Newton, Lochranza, Isle of Arran, and</p> <p>(s) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents,</p> <p>Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and</p> <p>Transfer Certificate means a certificate, substantially in the form of Schedule 6 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 Company</p>	

MG09


Oyez

Certificate of registration of a charge comprising
property situated in another UK jurisdiction

☒ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

☐ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

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

1 Company details		For official use
Company number	0 1 1 9 1 5 3 4	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	PGL TRAVEL LIMITED (the "Chargor")	
2 Date charge presented		
Date of, and parties to, the charge	It is hereby certified that the charge ¹ being a Standard Security dated 29 June 2012 by the Chargor in favour of Barclays Bank plc was presented for registration on d 1 d 8 m 0 m 7 y 2 y 0 y 1 y 2	¹ As described on form MG01 'Particulars of a mortgage or charge' ² Please tick as appropriate
Jurisdiction	In ² <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland	
3 Signature		
Please sign the form here		
Signature	<input checked="" type="checkbox"/>  FOR PGL TRAVEL LLP <input checked="" type="checkbox"/>	
This form must be signed by a person with an interest in the registration of the charge		

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



Presenter information

You do not have to give any contact information but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

DGO/EGA/Bar7930-14

Company name

Sample Fraser LLP

Address

80 George Street

Edinburgh

Post town

County/Region

Postcode

E H 2 3 B U

Country

DX ED447

Telephone

0131 273 3771



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1191534

CHARGE NO. 33

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 29 JUNE 2012 WHICH WAS PRESENTED FOR REGISTRATION
IN SCOTLAND ON 18 JULY 2012 AND CREATED BY PGL
TRAVEL LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ANY 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 25 OF THE COMPANIES ACT 2006 ON THE 24 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2012

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES