

# MG01

## Particulars of a mortgage or charge



**IRIS**  
LASERFORM

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**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**

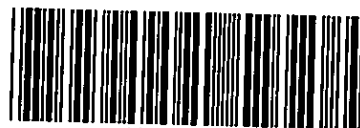
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

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

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13/07/2012

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COMPANIES HOUSE

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uk

**1**

### Company details

Company number

0 1 6 7 4 9 8 7

Company name in full

Superbreak Mini-Holidays Limited

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2**

### Date of creation of charge

Date of creation

2 9 0 6 2 0 1 2

**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

English law Security Agreement dated 29 June 2012 between, among others, Superbreak Mini-Holidays Limited (the **Chargor**) and Barclays Bank PLC (the **Facility Agent**) (the **Deed**)

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### 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 the Chargor and each other chargor under the Deed to any Finance Party under each Finance Document to which the Chargor or any other chargor under the Deed is a party except for any obligation which, if it were so included, would result in the Deed contravening sections 678 or 679 of the Companies Act 2006 (the **Secured Liabilities**)

**Continuation page**

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

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### 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
Address	5 The North Colonnade
	London
Postcode	E 1 4 4 B B
Name	
Address	
Postcode	

#### Continuation page

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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see continuation sheet

#### Continuation page

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

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## 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 Nil

### 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 *John Peter W* X

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

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## 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 Edward Sherrington

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 02030884075



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 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 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

##### 1.2 Land

(a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading "REAL PROPERTY", and
- (ii) (to the extent that they are not the subject of a mortgage under subclause 2 2(a)(i) (Land) of the Deed) by way of first fixed charge all estates or interests in any freehold or leasehold property

(b) A reference in paragraph (a) above to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery owned by the Chargor 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 Investments

(a) The Chargor charges

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subclause 2 3(a)(i) (Investments) of the Deed) by way of a first fixed charge its interest in all shares,

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

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stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

(b) A reference in paragraph (a) above to a mortgage or charge of any stock, share, debenture, bond or other security 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 it and its interest in any plant or machinery in its possession

#### 1.5 Restricted credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

#### 1.6 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

#### 1.7 Intellectual property

The Chargor charges by way of a first fixed charge all of its rights in respect of

(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading "SPECIFIC INTELLECTUAL PROPERTY RIGHTS",

(b) any copyright or other intellectual property monopoly right, or

(c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

#### 1.8 Miscellaneous

The Chargor charges by way of first fixed charge

(a) any beneficial interest, claim or entitlement it has in any pension fund,

(b) its goodwill,

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) all moneys standing to its credit and all accounts with any bank, financial institution or other person,</p> <p>(e) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(f) its uncalled capital</p> <p><b>1.9 Floating charge</b></p> <p>(a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 (Creation of Security) of the Deed</p> <p>(b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under subclause 2.9 (Floating Charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(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</p> <p>(c) The floating charge created by subclause 2.9 (Floating Charge) of the Deed may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A of the Insolvency Act 1986</p> <p>(d) The floating charge created by subclause 2.9 (Floating Charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator</p> <p>(e) The floating charge created by subclause 2.9 (Floating Charge) of the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>No Chargor may</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset, or</p>	

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## Particulars of a mortgage or charge

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(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,  
except as expressly allowed under the Credit Agreement

### 3. INTERPRETATION

In this Form MG01

**Accession Agreement** means

(a) a letter, substantially in the form of Schedule 11 (Form of Accession Agreement) to 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

**Account Bank** means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

**Administrative Party** means a Mandated Lead Arranger or the Facility Agent

**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)

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender under clause 9 (Ancillary Facilities) of the Credit Agreement

**Ancillary Facility Document** means any document evidencing an Ancillary Facility

**Ancillary Lender** means each Lender or Affiliate of a Lender which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Credit Agreement

**Company** means Holidaybreak Limited, registered number 02305562

**Credit Agreement** means the £230,000,000 credit agreement dated 29 June 2012 between, among others, the Original Chargers and the Facility Agent CHF025 Laserform International 5/10



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

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**Event of Default** means an event or circumstance specified as such in clause 25 (Default) of the Credit Agreement

**Facility Agent** means Barclays Bank PLC

**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

**Finance Document** means

- (a) this Deed,
- (b) a Security Document,
- (c) a Fee Letter,
- (d) a Hedging Agreement,
- (e) the Hedging Letter,
- (f) a Transfer Certificate,
- (g) an Accession Agreement,
- (h) an Ancillary Facility Document,
- (i) a Resignation Request, or
- (j) any other document designated as such by the Facility Agent and the Company

**Finance Party** means a Lender, an Issuing Bank, a Hedge Counterparty, an Ancillary Lender or an Administrative Party

**Group** means the Company/Chargor and its Subsidiaries

**Hedge Counterparty** means

- (a) each Original Hedge Counterparty, or
- (b) any person which has become a Party as a Hedge Counterparty in accordance with the provisions of subclause 3.6 (Hedging) and schedule 14 (Intercreditor Arrangements) of the Credit Agreement

**Hedge Counterparty Accession Agreement** means a letter, substantially in the form of Schedule 13 (Form of Hedge Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent, the relevant Hedge Counterparty and the Company may agree

**Hedging Agreement** means any master agreement, confirmation, schedule or other

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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 or as referred to in the Hedging Letter delivered to the Facility Agent under subclause 5.1 (Conditions precedent documents) of the Credit Agreement

**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

**Holding Company** of any other person means a company in respect of which that other person is a Subsidiary

**Issuing Bank** means

- (a) an Original Issuing Bank, or
- (b) any person which becomes a Party as an Issuing Bank in accordance with clause 34.2 (Assignments and transfers by Lenders or Issuing Banks) of the Credit Agreement

**Lender** means

- (a) an Original Lender, or
- (b) any person which becomes a Party as a Lender in accordance with clause 34.2 (Assignments and transfers by Lenders or Issuing Banks) of the Credit Agreement

**Mandated Lead Arranger** means each of Barclays Bank PLC, HSBC Bank plc, HSBC Trinkaus & Burkhardt AG, Lloyds TSB bank plc and The Royal Bank of Scotland plc

**Original Chargor** means those companies listed in schedule 1 (Chargors) to the Deed

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

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

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

**Party** means a party to the Credit Agreement

**Resignation Request** means a letter in the form of schedule 12 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Restricted Account** means in respect of the Chargor, each account (if any) specified in

6	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p>Schedule 2 (Security Assets) to the Deed under its name under the heading "RESTRICTED ACCOUNTS" and includes</p> <ul style="list-style-type: none"> <li>(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and</li> <li>(b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes</li> </ul> <p><b>Security Assets</b> means all assets of the Chargor which are the subject of any security created by the Deed</p> <p><b>Security Document</b> has the meaning given to it in the Credit Agreement</p> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>Subsidiary</b> 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 <b>control</b> 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</p>	



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

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

**COMPANY NO. 1674987  
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY  
AGREEMENT DATED 29 JUNE 2012 AND CREATED BY  
SUPERBREAK MINI-HOLIDAYS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND  
EACH OTHER CHARGOR TO BARCLAYS BANK PLC 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 13 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012**

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*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**