

MG01

Particulars of a mortgage or charge

17/11/12



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LASERFORM

**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**

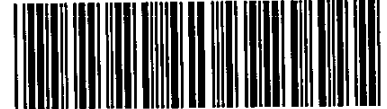
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

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

WEDNESDAY



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A09

28/03/2012

#69

COMPANIES HOUSE

1

**Company details**

Company number 0 6 7 0 1 1 3 7

Company name in full Bridge Leisure Management Limited (Company)

For official use

**Filing 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 d2 d1 m0 m3 y2 y0 y1 y2

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 A debenture between, amongst others, the Company and the Lender (as defined in section 5  
below) (Debenture)

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**Amount secured**

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

Amount secured All monies and liabilities on or after the date of the Debenture due  
owing or incurred by the Chargors (including the Company), and/or  
any of the Obligors (or any of them) to the Lender whatsoever in any  
manner and in any currency or currencies and whether present at the  
date of the Debenture or future, actual or contingent, whether  
incurred solely or jointly with any other person and whether as  
principal or surety, together with all interest accruing on such monies  
and liabilities and all costs, charges and expenses incurred by the  
Lender in respect of those monies or liabilities (Secured  
Obligations)

Continued

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Barclays Bank PLC ( <b>Lender</b> )	
Address	1 Churchill Place	
	London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars		
1	<b>Charging provisions</b>	
1 1	<b>General</b>	
	All Security created by the Company under clause 3 2 (First legal mortgages) to clause 3 5 (Floating charge) of the Debenture (reproduced as paragraphs 1 2 to 1 5 of this form MG01) inclusive is	
	(a) a continuing security for the payment and discharge of the Secured Obligations,	
	(b) granted with full title guarantee (with all covenants implied therein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security),	
	(c) granted in respect of all the right, title and interest (if any), present at the date of the Debenture and future, of the Company in and to the relevant Secured Asset, and	
	(d) granted in favour of the Lender	
1 2	<b>First legal mortgages</b>	
	The Company charged by way of first legal mortgage the Properties and all Fixtures on each of the Properties	
	Continued	

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## Particulars of a mortgage or charge

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### 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

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### 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)

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### Signature

Please sign the form here

Signature

Signature

X Addlesea Goddard LLP 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 **ROBEL (1173-10147)**

Company name **Addleshaw Goddard LLP**

Address **Milton Gate**

**60 Chiswell Street**

Post town **London**

County/Region

Postcode 

E	C	1	Y		4	A	G
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Country

DX **47 London**

Telephone **020 7606 8855**

### 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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01 the following terms shall have the following meanings</p> <p><b>Additional Chargors</b> means a company which creates security over its assets in favour of the Lender by executing a Security Deed of Accession (as such term is defined in the Debenture)</p> <p><b>Chargors</b> means the Initial Chargors and the Additional Chargors</p> <p><b>Facility Agreement</b> means the facility agreement between the Company, the other Initial Chargors as guarantors and the Lender and dated on or about the date of the Debenture under which the Lender agrees to make available to the Company a sterling term loan facility</p> <p><b>Initial Chargors</b> means the companies described in schedule 1 of this part 4 of this form MG01</p> <p><b>Obligors</b> means the Company and each of the Guarantors (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p style="text-align: center;"><b>Schedule 1</b></p> <p style="text-align: center;"><b>Initial Chargors</b></p> <p><b>Bridge Leisure Parks Limited</b> (registered in England &amp; Wales with number 07071227)</p> <p><b>Bridge Leisure Parks (Holdings) Limited</b> (registered in England &amp; Wales with number 07074640)</p> <p><b>Bridge Leisure Parks (Finance) Limited</b> (registered in England &amp; Wales with number 07071224)</p> <p><b>Bridge Leisure Management Limited</b> (registered in England &amp; Wales with number 06701137)</p> <p><b>Bridge Leisure Management (North) Limited</b> (registered in England &amp; Wales with number 07755298)</p> <p><b>Sand Le Mere Caravan Park Limited</b> (registered in England &amp; Wales with number 01910554)</p> <p><b>Trevella Caravan Company Limited</b> (registered in England &amp; Wales with number 00639150)</p>	

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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	<p><b>1 3 Assignments</b></p> <p>(a) Subject to a proviso for re-assignment on redemption the Company assigned</p> <p>(i) all Trading Income,</p> <p>(ii) all rental income paid, payable or receivable to or for its benefit, and all other sums in respect of or arising out of any Lease Document or otherwise,</p> <p>(iii) the Relevant Agreements to which it is a party, and</p> <p>(iv) the Relevant Policies to which it is a party</p> <p>(b) The Company shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party</p> <p>(c) Notwithstanding the other terms of clause 3 3 of the Debenture (reproduced as this paragraph 1 3 of this form MG01), prior to the occurrence of a Default which is continuing, the Company shall (in its sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretion or judgements (including the giving of any waivers or consents) under and in connection with</p> <p>(i) the Relevant Agreements and</p> <p>(ii) subject to the terms of the Facility Agreement, the Relevant Policies</p> <p>and in each case, subject to the terms of the Facility Agreement, be entitled to all proceeds and claims arising therefrom</p> <p><b>1 4 First fixed charges</b></p> <p>The Company charged by first fixed charge</p> <p>(a) all interests and estates in any freehold, leasehold or commonhold property (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 of the Debenture (reproduced as paragraph 1 2 of this form MG01)) and, in each case, the Fixtures on each such property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property,</p> <p>Continued</p>	

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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

- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present at the date of the Debenture and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) the Investment Documents,
- (h) all book and other debts due to the Company and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (i) all monies from time to time standing to the credit of each Blocked Account,
- (j) all monies from time to time standing to the credit of each account (including without limitation the Trading Account) held by the Company with any bank, building society, financial institution or other person, other than any Blocked Account (each a **Charged Account**),
- (k) all its Intellectual Property,
- (l) all its goodwill and uncalled capital,
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (n) to the extent that any assignment in clause 3.3 (Assignments) of the Debenture (reproduced as paragraph 1.3 of this form MG01) is ineffective as an assignment, the assets referred to in that clause

Continued

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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 5 Floating charge

The Company charged by way of first floating charge all its assets and undertaking wherever located both present at the date of the Debenture and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clause 3 2 (First legal mortgages), clause 3 3 (Assignments) or clause 3 4 (First fixed charges) of the Debenture (reproduced as paragraphs 1 2, 1 3 and 1 4 of this form MG01)

### 1 6 Conversion of floating charge to a fixed charge

The Lender may, at any time by notice in writing to the Company or any Initial Chargor, convert the floating charge created under clause 3 5 (Floating charge) of the Debenture (reproduced as paragraph 1 5 of this form MG01) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Event of Default is continuing, or
- (b) in the opinion of the Lender that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

### 1 7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document)

- (c) the Company or an Initial Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (d) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (e) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Company or any Initial Chargor

the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8(c) of the Debenture (reproduced as paragraph 1 7(c) of this form MG01) over all of the Floating Charge Assets

Continued



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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	<p><b>2 Negative pledge</b></p> <p>The Company agreed that it shall not create or permit to subsist any Security over any of its assets other than any Security or arrangement which is a Permitted Security, a Permitted Disposal or any transaction which is a Permitted Transaction</p> <p>In this form the following terms shall have the following meanings</p> <p><b>Authorisation</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission</p> <p><b>Blocked Account</b> means</p> <p>(a) the Proceeds Account (as defined in the Facility Agreement) and</p> <p>(b) any other account designated as a Blocked Account by any Chargor and the Lender</p> <p><b>Default</b> means an Event of Default or any event or circumstance specified in clause 27 (Events of Default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default</p> <p><b>Event of Default</b> means any event or circumstance specified as such in clause 27 (Events of Default) of the Facility Agreement</p> <p><b>Finance Document</b> means each of the Facility Agreement, any Accession Deed, each Hedging Agreement, the Intercreditor Deed (including, for the avoidance of doubt, any Debtor Accession Deed and any Subordinated Creditor Accession Deed), each Security Document, the Utilisation Request and any other document designated as a Finance Document by the Lender and any Obligor (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p><b>Fixtures</b> means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on or at any time after the date of the Debenture on that Secured Property</p> <p><b>Floating Charge Assets</b> means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Debenture (reproduced as paragraph 1.5 of this form MG01)</p> <p>Continued</p>	

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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	<p><b>Intellectual Property</b> means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may at the date of the Debenture or in the future subsist), and in each case whether registered or unregistered and</p> <p>(b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may at the date of the Debenture or in the future subsist)</p> <p><b>Investment Documents</b> means the Investment Agreement, the Constitutional Documents and the Loan Note Documents (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p><b>Investments</b> means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Company or by a trustee or clearance system or nominee</p> <p><b>Lease Document</b> means an Agreement for Lease, an Occupational Lease and any other document designated as such by the Lender and an Obligor (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p><b>Legal Reservations</b> means</p> <p>(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors</p> <p>(b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim</p> <p>(c) the principle that in certain circumstances Security granted by way of fixed charge may be characterised as a floating charge or that Security purported to be constituted by an assignment may be recharacterised as a charge</p> <p>Continued</p>

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) the principle that any provision for the payment of compensation or additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void</p> <p>(e) the principle that an English court may not give effect to a provision dealing with the cost of litigation where the litigation is unsuccessful or the court itself has made an order for costs and</p> <p>(f) similar principles, rights and defences under the laws of any Relevant Jurisdiction</p> <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p><b>Permitted Disposal</b> means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms</p> <p>(a) of any asset (including trading stock) and cash (other than (i) any cash standing to the credit from time to time of the Proceeds Account or (ii) any cash required under the terms of the Facility Agreement (including, without limitation, clause 8 (Mandatory prepayment)) to be applied in prepayment of the Loans after the expiry of any applicable grace period) made by any Obligor in the ordinary course of trading of the disposing entity</p> <p>(b) of any asset by an Obligor (<b>Disposing Company</b>) to another Obligor (<b>Acquiring Company</b>), but if the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset</p> <p>(c) of assets (other than any shares, businesses, intellectual property or any Property or other real estate) in exchange (within 12 months or such longer period as the Lender may agree) for other assets comparable or superior as to type, value or quality</p> <p>(d) of obsolete or redundant vehicles, plant and equipment</p> <p>(e) arising as a result of any Permitted Security</p> <p>(f) of cash by way of a Permitted Loan</p> <p>(g) of cash in order to complete a Permitted Acquisition</p> <p>Continued</p>	

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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

(h) of assets (other than shares) for cash or deferred consideration where the higher of the market value and the net consideration receivable in respect of such asset (when aggregated with the higher of the market value and the net consideration receivable for any other sale, lease, licence, transfer or other disposal of an asset not allowed under the preceding or following paragraphs) does not exceed £150,000 (or its equivalent) in aggregate in any Financial Year

(i) of a leasehold property (other than a Property) by an Obligor in exchange for another leasehold property which is let on comparable or superior terms to such Obligor (taking into account, without limitation, rent, unexpired term and lease obligations) or where such leasehold property is surplus to requirements

(j) of any asset pursuant to a Permitted Merger and

(k) otherwise approved by the Lender in writing

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

#### Permitted Security means

(a) any Security arising under any Security Document

(b) any lien arising by operation of law or contract having a similar effect and in the ordinary course of trading and not as a result of any default or omission by any Obligor

(c) any netting or set-off arrangement entered into by any Obligor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of other Obligors or

(d) any Security permitted by the Lender in writing

(e) any Security or Quasi-Security over or affecting any asset of any company which becomes an Obligor after the date of the Facility Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes an Obligor if

(i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company and

Continued

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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	<p>(iii) the Security or Quasi-Security is removed or discharged within 3 months of that company becoming an Obligor</p> <p>(f) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to an Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Obligor</p> <p>(g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of Permitted Financial Indebtedness in the Facility Agreement</p> <p>(i) any Security arising under any Finance Document or constituted by any rights of set-off contained in any Finance Document or Development Document</p> <p>(j) any Security arising under a rent deposit deed entered into on arm's length terms and in the ordinary course of business securing the obligations of an Obligor in relation to a property leased to an Obligor which does not exceed £75,000 in aggregate and</p> <p>(l) contractual payment set off rights arising in the ordinary course of trading and</p> <p>(m) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any Obligor other than any permitted under paragraphs (a) to (l) above) does not exceed £100,000 (or its equivalent in other currencies)</p> <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p><b>Permitted Transaction means</b></p> <p>(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents or</p> <p>(b) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms</p> <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Continued</p>	

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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

**Properties** means the properties described in schedule 2 (Property) of the Debenture (reproduced as schedule 2 of this form MG01), each a **Property**

**Related Rights** means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

**Relevant Agreement** means

- (a) each Development Document
- (b) the Intra Group Loan Agreement
- (c) each guarantee of rental income contained in, or relating to, any Lease Document to which the Company is a party
- (d) each Hedging Agreement
- (e) each and any Lease Document and
- (f) each other agreement designated as a Relevant Agreement by the Chargor and the Lender in writing

(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

**Relevant Policies** means, in respect of the Company, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

**Secured Assets** means, all of the assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Lender

**Secured Property** means, at any time, each Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture

**Security** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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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

**Subsidiary Shares** means, in respect of the Company, all shares present and future held by it in its Subsidiaries (including without limitation those listed in schedule 1 (Subsidiary Shares) of the Debenture (reproduced as schedule 1 of this form MG01))

**Trading Account** means an account of the Company with the Lender designated "Trading Account" and bearing account number 03110923 and sort code 206563 and any successor account permitted in accordance with clause 14 (Bank accounts) of the Facility Agreement

**Trading Income** means in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of an Obligor in respect of or arising out of the Business (as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)

### Schedule 1

#### Subsidiary Shares

Initial Chargor	Name and registered number of Subsidiary	Number and class of shares
Bridge Leisure Parks (Holdings) Limited	Bridge Leisure Parks (Finance) Limited	423,068 ordinary shares
Bridge Leisure Parks (Finance) Limited	Bridge Leisure Parks Limited	423,068 ordinary shares
	Bridge Leisure Management Limited	750 ordinary shares
Bridge Leisure Management Limited	Bridge Leisure Management (North) Limited	1 ordinary share
Bridge Leisure Parks Limited	Sand Le Mere Caravan Park Limited	300,000 ordinary shares
	Trevella Caravan Company Limited	100 ordinary shares

# MG01 - continuation page

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

### Schedule 2

### Property

### Registered Land

Initial Chargor	Country and District (or Address or Description London Borough)	Title Numbers
Sand Le Mere Caravan Park Limited	Sand Le Mere Caravan and Holiday Park, Seaside Lane, Tunstall, East Yorkshire HU12 0JQ ( <b>Sand Le Mere Property</b> )	YEA42769 HS249991 HS250617 YEA46187 YEA45610 and YEA17062
Trevella Caravan Company Limited	Trevella Park, Crantock, Newquay TR8 5EW ( <b>Trevella Property</b> )	CL276186





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

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

**COMPANY NO. 6701137  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 MARCH  
2012 AND CREATED BY BRIDGE LEISURE MANAGEMENT  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE CHARGORS (INCLUDING THE COMPANY),  
AND/OR ANY OF THE OBLIGORS (OR ANY OF THEM) TO  
BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 28 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2012

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES