

MG01

Particulars of a mortgage or charge

175806/13



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

WEDNESDAY



A17 *A1040J0G* 19/12/2012 #361
COMPANIES HOUSE

1 Company details

Company number 0 8 1 2 7 5 6 2

Company name in full Turnberry Holiday Park Limited (**Acceding Chargor**)

2 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 d1 d2 m1 m2 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 deed of accession to the Debenture (as defined in section 4 below) between the Company (as
defined in section 4 below), the Chargor and the Lender (as defined in section 5 below) (**Deed**)

4 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 Deed due owing or
incurred by the Chargors (including the Acceding Chargor), 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 Deed 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

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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

Continuation page

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

Name

Barclays Bank PLC (Lender)

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

Continuation page

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

Short particulars

1 Charging provisions**1 1 General**

All Security created by the Acceding Chargor under clause 2 4 to 2 7 of the Deed (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,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Acceding Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Lender

1 2 First legal mortgages

The Acceding Chargor charged by way of first legal mortgage the properties described in schedule 1 (Properties) to the Deed (reproduced as schedule 2 of this form MG01) and all Fixtures on each of the Properties

Continued

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Particulars of a mortgage or charge

| | | |
|-----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) | |
| | <p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission, allowance or discount | Nil | |
| 8 | Delivery of instrument | |
| | <p>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).</p> <p>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).</p> | |
| 9 | Signature | |
| | Please sign the form here | |
| Signature | <p>Signature</p> <p>X <i>Adrian G. Smith</i> X</p> | |
| | This form must be signed by a person with an interest in the registration of the charge | |

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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 (1173-1103)**

Company name
Addleshaw Goddard LLP

Address **Milton Gate**

60 Chiswell Street

Post town **London**

County/Region

Postcode

| | | | | | | | |
|---|---|---|---|--|---|---|---|
| E | C | 1 | Y | | 4 | A | G |
|---|---|---|---|--|---|---|---|

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 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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

In this form MG01 the following terms shall have the following meanings

Additional Chargor 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) including the Acceding Chargor

Chargors means the Initial Chargors and the Additional Chargors

Company means Bridge Leisure Parks Limited (registered in England & Wales with number 07071227)

Debenture means a debenture dated 21 March 2012 between the Company, the other Initial Chargors and the Lender

Facility Agreement 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

Initial Chargors means the companies described in schedule 1 of this part 4 of this form MG01

Obligors 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)

Properties means the properties described in schedule 2 (Properties) of this form MG01

Schedule 1

Initial Chargors

Bridge Leisure Parks Limited (registered in England & Wales with number 07071227)

Bridge Leisure Parks (Holdings) Limited (registered in England & Wales with number 07074640)

Bridge Leisure Parks (Finance) Limited (registered in England & Wales with number 07071224)

Bridge Leisure Management Limited (registered in England & Wales with number 06701137)

Bridge Leisure Management (North) Limited (registered in England & Wales with number 07755298)

Sand Le Mere Caravan Park Limited (registered in England & Wales with number 01910554)

Trevella Caravan Company Limited (registered in England & Wales with number 00639150)

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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 3 | <p>Assignments</p> <p>(a) The Acceding Chargor 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 agreements described in schedule 3 (Relevant Agreements) to the Deed (reproduced as schedule 3 of this form MG01), and</p> <p>(iv) its Relevant Policies</p> <p>(b) The Acceding Chargor shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party</p> |
| | 1 4 | <p>First fixed charges</p> <p>The Acceding Chargor charged by way of 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 2 4 of the Deed (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>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Subsidiary Shares together with all Related Rights,</p> <p>(f) the Investments together with all Related Rights,</p> |
| | 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

- (g) each Investment Document,
- (h) all book and other debts due to the Acceding Chargor 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 Acceding Chargor 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 2 5 (Assignments) of the Deed (reproduced as paragraph 1 3 of this form MG01) is ineffective as an assignment, the assets referred to in that clause

1 5 Floating charge

The Acceding Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clause 2 4, 2 5 or 2 6 of the Deed (reproduced as paragraphs 1 2, 1 3 and 1 4 of this form MG01)

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>1 6 Conversion of floating charge to a fixed charge</p> <p>The Lender may, at any time by notice in writing to any Chargor, convert the floating charge created under clause 2 7 (Floating charge) of the Deed (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</p> <ul style="list-style-type: none"> (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 <p>1 7 Automatic conversion of floating charge to a fixed charge</p> <p>If (unless permitted in writing by the Lender or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets, (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor <p>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</p> <p>2 Negative pledge</p> <p>The Acceding Chargor 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>Continued</p> <p>In this form the following terms shall have the following meanings</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

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Blocked Account means

- (a) the Proceeds Account (as defined in the Facility Agreement) and
- (b) any other account designated as a Blocked Account by any Chargor and the Lender

Default 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

Event of Default means any event or circumstance specified as such in clause 27 (Events of Default) of the Facility Agreement

Fixtures 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 Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 2.7 (Floating charge) of the Deed (reproduced as paragraph 1.5 of this form MG01)

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>Intellectual Property means</p> <ul style="list-style-type: none"> (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 (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>Investment Documents 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>Investments 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>Lease Document 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>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>Legal Reservations means</p> <ul style="list-style-type: none"> (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 (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 (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 (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 (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 (f) similar principles, rights and defences under the laws of any Relevant Jurisdiction <p>(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p>Permitted Disposal means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms</p> <ul style="list-style-type: none"> (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 (b) of any asset by an Obligor (Disposing Company) to another Obligor (Acquiring Company), but if the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset <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

- (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
- (d) of obsolete or redundant vehicles, plant and equipment
- (e) arising as a result of any Permitted Security
- (f) of cash by way of a Permitted Loan
- (g) of cash in order to complete a Permitted Acquisition
- (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

Continued

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Particulars of a mortgage or charge

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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

- (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
 - (iii) the Security or Quasi-Security is removed or discharged within 3 months of that company becoming an Obligor
- (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
- (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
- (h) any Security arising under any Finance Document or constituted by any rights of set-off contained in any Finance Document or Development Document
- (i) 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
- (j) contractual payment set off rights arising in the ordinary course of trading and

Continued

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| Short particulars | <p data-bbox="328 342 1050 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="424 443 1516 607">(k) 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 data-bbox="328 645 1500 674">(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p data-bbox="328 712 699 741">Permitted Transaction means</p> <p data-bbox="424 779 1516 875">(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 data-bbox="424 913 1516 1043">(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 data-bbox="328 1081 1500 1111">(as each such term is defined in the Facility Agreement unless otherwise defined in this form MG01)</p> <p data-bbox="328 1149 1189 1178">Related Rights means, in respect of any Investment or Subsidiary Share</p> <p data-bbox="424 1216 1516 1279">(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)</p> <p data-bbox="424 1317 1516 1379">(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and</p> <p data-bbox="424 1417 1385 1447">(c) all rights derived from or incidental to that Investment or Subsidiary Share</p> <p data-bbox="328 1485 1516 1547">Relevant Agreement means the agreements described in schedule 4 (Relevant Agreements) of this form MG01</p> <p data-bbox="328 1585 1516 1682">Relevant Policies means, in respect of the Acceding Chargor, 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</p> <p data-bbox="328 1720 1516 1783">Secured Assets means, all of the assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Lender</p> <p data-bbox="328 1821 1516 1917">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 Deed</p> <p data-bbox="328 1955 451 1984">Continued</p> |

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Particulars of a mortgage or charge

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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

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

Subsidiary Shares means, in respect of the Acceding Chargor, all shares present and future held by it in its Subsidiaries (including without limitation those listed in schedule 3 (Subsidiary Shares) of the Deed (reproduced as schedule 3 of this form MG01))

Trading Account means an account of the Company with the Lender designated "Trading Account" 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 2

Properties

N/A

Schedule 3

Subsidiary Shares

N/A

Schedule 4

Relevant Agreements

Agreement for the sale and purchase of the business and assets comprising Turnberry Holiday Park dated 1 October 2012 and made between (1) Craigielands Leisure Limited, (2) Turnberry Holiday Park Limited, and (3) Mark Seaton



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

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

**COMPANY NO. 8127562
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION TO THE
DEBENTURE DATED 12 DECEMBER 2012 AND CREATED BY
TURNBERRY HOLIDAY PARK LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE CHARGORS
(INCLUDING THE ACCEDING CHARGOR), 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
19 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2012



Companies House



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