

0008 59/39

**MG01**

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  
particulars of a charge for a  
company. To do this, please  
form MG01s

THURSDAY



A15 \*AKDNBOTM\* 319  
04/11/2010  
COMPANIES HOUSE

**1 Company details**

Company number 3 0 7 8 7 6

Company name in full HAULFRYN GROUP LIMITED ("Company")

6 7 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 d2 d9 m1 m0 y2 y0 y1 y0

**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 GROUP DEBENTURE ("Deed")

**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 alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
the other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("Secured Obligations").

**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	BARCALYS BANK PLC (" <b>Security Agent</b> ")	
Address	1ST FLOOR, 3 HARDMAN STREET, SPINNINGFIELDS	
	MANCHESTER	
Postcode	M 3 3 H F	
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	<p><b>3. GRANT OF SECURITY</b></p> <p><b>3.1 Nature of security</b></p> <p>All Security and dispositions created or made by or pursuant to the Deed are created or made:</p> <p>(a) in favour of the Security Agent (for itself and as trustee for the benefit of the Secured Parties),</p> <p>(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and</p> <p>(c) as continuing security for payment of the Secured Obligations.</p> <p><b>3.2 Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p style="text-align: right;">(Please see continuation sheet )</p>	

# 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 Not applicable

### 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 866)

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 870). 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 DA Pipe UK  
3/4/2010

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 MCB/NAC/315541/955/32535982

Company name  
DLA Piper UK LLP

Address 101 BARBIROLI SQUARE

Post town MANCHESTER

County/Region

Postcode M 2 3 D L

Country UNITED KINGDOM

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



### 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)

# 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	<p><b>4. FIXED SECURITY</b></p> <p><b>4.1 Fixed charges</b></p> <p>The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:</p> <p>(a) by way of first legal mortgage</p> <p>(1) the Real Property (if any) specified in part 1 of schedule 2 (Details of Security Assets) of the Deed; and</p> <p>(11) all other Real Property (if any) at the date of the Deed vested in, or charged to, the Company (not charged by clause 4.1(a)(1) of the Deed);</p> <p>(b) by way of first fixed charge</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a)(1) of the Deed);</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>(d) by way of first fixed charge:</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge:</p> <p>(1) the Charged Securities referred to in part 2 of schedule 2 (Details of Security Assets) of the Deed; and</p>	

# 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

- (11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Deed),
- in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge.
- (1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
- (11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
- (111) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(1) or 4.1(f)(11) of the Deed) and all monies at any time standing to the credit of such accounts,
- in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge.
- (1) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) of the Deed, and
- (11) all other Intellectual Property (if any) (not charged by clause 4.1(g)(1) of the Deed);
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignment*) of the Deed, by way of first fixed charge such Assigned Asset,
- (1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)
- (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets; and

# 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

(11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

#### 4.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(b) each of the following

(1) all Insurances specified in part 6 of schedule 2 (Details of Security Assets) of the Deed, and

(11) all other Insurances (not assigned by clause 4 2 (b) (1) of the Deed),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

#### 5. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Deed, clause 4.2 (Security assignments) of the Deed or any other provision of the Deed, and

# MG01 - continuation page

## 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>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p><b>6. CONVERSION OF FLOATING CHARGE</b></p> <p><b>6.1 Conversion by notice</b></p> <p>The Security Agent may (and will, upon receiving instructions from the Majority Lenders), by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:</p> <p>(a) an Event of Default has occurred and is continuing; or</p> <p>(b) the Security Agent (acting reasonably) considers any Security 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><b>6.2 Small companies</b></p> <p>The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.</p> <p><b>6.3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if:</p> <p>(i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p>	



**MG01 - continuation page**  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p><b>6.4 Scottish property</b></p> <p>Clause 6 3 (<i>Automatic conversion</i>) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion</p> <p><b>6.5 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 6 1 (<i>Conversion by notice</i>) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.</p> <p><b>7. CONTINUING SECURITY</b></p> <p><b>7.1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>7.2 Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.</p> <p><b>7.3 Right to enforce</b></p> <p>The Deed may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it.</p>	

# 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

#### 11. UNDERTAKINGS BY THE CHARGORS

##### 11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security or Permitted Transaction as permitted by the Facilities Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction or as otherwise permitted by the Facilities Agreement)

#### 18. SET-OFF

##### 18.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18 1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

# 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

- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the ultimate amount of that obligation.

#### 20. FURTHER ASSURANCES

##### 20.1 Further action

Each Chargor shall (and the Company shall procure that each Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,
- (b) following an Event of Default which is continuing facilitating the realisation of any Security Asset,
- (c) following an Event of Default which is continuing facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes

- (1) the re-execution of the Deed or such Transaction Security Document,
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and

# 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

(111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

#### 21. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the Security Agent and each Receiver and any Delegate to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 (*Further assurances*) of the Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

Definitions used in this form:

**"Accession Deed"**: means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*) of the Deed;

**"Agent"**: means Barclays Bank PLC;

**"Ancillary Facility"**: means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Facilities Amendment,

**"Arranger"**: means Barclays Corporate;

**"Assigned Asset"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Deed,

**"Authorisation"**: means an authorisation, consent, approval, resolution, licence, Site Licence, exemption, filing, notarisation, permit or registration;

**"Borrower"**: means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 (*Changes to the Obligors*) of the Facilities Agreement,

**"Cash Collateral Accounts"** means each (a) Mandatory Prepayment Account, and (b) each Holding Account, (each as defined in the Facilities Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Deed,

# 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

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Security"** means (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Deed ; and (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

**"Chargor"** means: (a) the Original Chargors; and (b) any other company which accedes to the Deed pursuant to an Accession Deed,

**"Collection Accounts"** has the meaning given to that term in clause 11 8 (a) (iii) of the Deed,

**"Debenture Security"**: means the Security created or evidenced by or pursuant to this Deed or any Accession Deed,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,

**"Event of Default"**: means each Event of Default as defined in the Facilities Agreement;

**"Facilities Agreement"** means the sterling term and revolving facilities agreement dated the same date as the Deed and made between (1) the Company (2) the Original Borrowers, (3) the Original Guarantors, (4) the Arranger, (5) the Original Lenders, (6) the Original Hedge Counterparties (7) the Agent and (8) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

**"Finance Document"**: has the meaning given to it in the Facilities Agreement;

**"Financial Indebtedness"**: has the meaning given to it in the Facilities Agreement,

**"Group"**: means the Company and each of its Subsidiaries for the time being,

**"Hedging Agreement"**: has the meaning given to it in the Facilities Agreement;

**"Holding Account"**: has the meaning given to it in the Facilities Agreement;

# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p><b>"Insurances":</b> means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest;</p> <p><b>"Intellectual Property":</b> means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to: (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist), (c) (including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Deed),</p> <p><b>"Majority Lenders":</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Mandatory Prepayment Account":</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Obligors"</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Original Borrowers":</b> means Haulfryn Group Limited,</p> <p><b>"Original Chargors":</b> means the companies listed in Schedule One of this form;</p> <p><b>"Original Guarantors":</b> means Haulfryn Group Limited, Suttons (Coventry) Limited and Pen-Y-Garth Limited,</p> <p><b>"Original Hedge Counterparties":</b> means Barclays Bank PLC,</p> <p><b>"Original Lender":</b> means Barclays Bank PLC,</p> <p><b>"Permitted Disposal":</b> has the meaning given to it in the Facilities Agreement,</p> <p><b>"Permitted Financial Indebtedness":</b> has the meaning given to it in the Facilities Agreement;</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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**"Permitted Security"** means (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group, (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors; (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement; (d) 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 a member of the Group 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 member of the Group; (e) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal; (f) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (e) of the definition of **"Permitted Financial Indebtedness"**, (g) 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 member of the Group other than any permitted under paragraphs (a) to (f)) does not exceed £100,000 (or its equivalent in other currencies), or (h) any Security which has received the prior written approval of the Agent (acting on the instructions of the Majority Lenders),

**"Permitted Transaction"** means (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents; (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, or (c) transactions (other than (A) any sale, lease, licence, transfer or other disposal and (B) 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;

**"Quasi Security"** has the meaning given to that term in clause 24.13 (Negative pledge) of the Facilities Agreement,

# MG01 - continuation page

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Please give the short particulars of the property mortgaged or charged

Short particulars

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) of the Deed), together with (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (b) all easements, rights and agreements in respect thereof, and (c) the benefit of all covenants given in respect thereof,

**"Receivables"**: means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with: (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and (b) all proceeds of any of the foregoing;

**"Receiver"**: means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed,

**"Related Rights"**: means, in relation to any Charged Security (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"**. means: (a) each Hedging Agreement; and (b) each agreement specified in part 5 of schedule 2 (*Details of Security Assets*) of the Deed or specified in any Accession Deed as a "Relevant Contract", together with each other agreement supplementing or amending or novating or replacing the same,

**"Secured Parties"** has the meaning given to that term in the Facilities Agreement,

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



# 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

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

**"Security Period"**: means the period beginning on the date of this Deed and ending on the date on which: (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents

**"Site Licences"** has the meaning given to it in the Facilities Agreement,

**"Subsidiary"**: means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

**"Transaction Security Document"**: means (a) each of the documents listed as being a Transaction Security Document in paragraph 2(e) of part 1 of schedule 2 (*Conditions precedent*) of the Facilities Agreement, and (b) any document required to be delivered to the Agent under paragraph 14 of part 2 of schedule 2 (*Conditions precedent*) of the Facilities Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents; and

**"Treasury Transactions"**: means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

#### SCHEDULES

#### Schedule One - The Original Chargors

Company name	Registered number	Registered office
Haulfryn Group Limited	307876	701 India Buildings, Water Street, Liverpool L2 0NH
Suttons (Coventry) Limited	3293456	701 India Buildings, Water Street, Liverpool L2 0NH
Pen-Y-Garth Limited	4192013	701 India Buildings, Water Street, Liverpool L2 0NH

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

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

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Short particulars

**Schedule Two - Details of Security Assets**

**Part 1 - Real Property**

Registered land			
Chargor	Address	Administrative area	Title number
Haulfryn Group Limited	Aberafon Holiday Park, Nefyn, Pwllheli, LL53 6LL	Gwynedd	CYM282612
Haulfryn Group Limited	Barmouth Bay Caravan Park, Talybont, Bangor, Gwynedd, LL43 2BJ	Gwynedd	CYM272680 WA788032
Haulfryn Group Limited	Beckenham Park, Otterham Quay Lane, Upchurch, ME8 7XF	Kent Swale	K483320
Haulfryn Group Limited	Byslades Touring Park, Devon Hills Park and the Blagdon Inn, Totnes Road, Paignton, TQ4 7PY	Devon Torbay	DN485204 DN485205 DN57420 DN100785 DN79654 DN146548 DN84767
Haulfryn Group Limited	Cardigan View Caravan Park, Beach Road, Morfa Bychan, Porthmadog, Gwynedd, LL49 9YA	Gwynedd	CYM188078 CYM270936
Haulfryn Group Limited	Coed Helen Caravan Park, Coed Helen Road, Caernarfon, Gwynedd, LL54 5RS	Gwynedd	CYM428935
Haulfryn Group Limited	Crugan Caravan Park, Crugan, Llanbedrog, Pwllheli, LL53 7NL	Gwynedd	WA709564

**MG01 - continuation page**  
Particulars of a mortgage or charge

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Haulfryn Group Limited	Dartmoor View, Whiddon Down, Okehampton, EX20 2QL	Devon : West Devon	DN276542 DN335311 DN476828
Haulfryn Group Limited	Dewlands Park Caravan Park, West Close, Verwood, Dorset, BH31 6PR	Dorset East Dorset	DT247511
Haulfryn Group Limited	Edgeley Park, Farley Green, Guildford, Surrey, GU5 9DW	Surrey: Guildford	SY371080 SY479163 SY177134
Haulfryn Group Limited	Finlake Holiday Park, Chudleigh, Newton Abbot, Devon, TQ13 0EJ	Devon: Teignbridge	DN177077
Haulfryn Group Limited	Fordbridge Caravan Park, Fordbridge Road, Sunbury on Thames, Surrey, TW16 6AT	Surrey: Spelthorne	SY508791 MX454863 SY631844
Haulfryn Group Limited	Gimblet Rock Caravan Park, Pwllheli, Gwynedd, LL53 5AY	Gwynedd	CYM219424 CYM270944
Haulfryn Group Limited	Glan Gors Caravan Park, Brynteg, LL78 8QA	Isle of Anglesey	CYM270933
Haulfryn Group Limited	High View Caravan Park, Tom's Lane, Kings Langley, Hertfordshire, WD4 8NJ	Hertfordshire Three Rivers	HD334017
Haulfryn Group Limited	Longbeach Caravan Park, Canterbury Road, Charing, Ashford, Kent, TN27 0HA	Kent Ashford	K129918 K499248 K688591 K86644

# MG01 - continuation page

Particulars of a mortgage or charge

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

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Haulfryn Group Limited	Martello Beach Park, Pevensey Bay Road, Pevensey, BN24 6DH	East Sussex Wealden	ESX264496 ESX264497
Haulfryn Group Limited	Meadowlands Caravan Park, Weybridge Road, Addlestone Surrey, KT15 2RS	Surrey Runnymede	SY283650 SY321958
Haulfryn Group Limited	Mytchett Park, Mytchett Road, Mytchett, Mere, Surrey, GU16 6AA	Surrey · Surrey Heath	SY304141
Haulfryn Group Limited	Oaktree Farm Caravan Park, Ringwood Road, St Leonards, Dorset, BH24 2RH	Dorset East Dorset	DT100090 DT177236
Haulfryn Group Limited	Ocean Cove Caravan Park, Bossiney, Tintagel, Cornwall, PL34 0AZ	Cornwall	CL145779
Haulfryn Group Limited	Praa Sands Caravan Park and Golf Course, Two Chimneys, Praa Sands, Penzance, Cornwall, TR20 9SH	Cornwall	CL162716 CL47516 CL238617
Haulfryn Group Limited	Ravenswing Caravan Park, Aldermaston, RG7 4PY	West Berkshire	BK379701
Haulfryn Group Limited	Shearbarn Holiday Park, Barley Lane, Hastings, TN35 5DX	East Sussex Hastings Borough	ESX3766
Haulfryn Group Limited	Strande Caravan Park, Strande Castle Lane, Cookham, Windsor, SL6 9DU	Windsor & Maidenhead	BK74943 BK100237
Haulfryn Group Limited	Surrey Hills Mobile Home Park, Boxhill Road, Brockham, Surrey, KT20 7LY	Surrey Mole Valley	SY337962 SY578489

# MG01 - continuation page

## Particulars of a mortgage or charge

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Haulfryn Group Limited	Tal Y Fan Caravan Park, Abersoch, Gwynedd, LL53 7UD	Gwynedd	CYM59521 CYM49094 CYM49097 CYM49098 CYM49096 CYM59520 CYM49095 CYM49092
Haulfryn Group Limited	The Warren, Abersoch, Gwynedd, LL53 7UD	Gwynedd	CYM49093 CYM217017
Haulfryn Group Limited	Westwoods & Glendene Caravan Park, Bashley Cross Road, Bashley, New Milton, Hampshire, BH25 5TA	Hampshire New Forest	HP848 HP460796
Haulfryn Group Limited	The Willows Riverside Caravan Park, Maidenhead Road, Bray, Windsor, SL4 5TR	Windsor & Maidenhead	BK10914
Haulfryn Group Limited	Woodlands Hall Caravan Park, Llanfwrog, Ruthin, LL15 2AN	Denbighshire	WA577924 WA434307 WA623539 CYM30132 CYM372879
Suttons (Coventry) Limited	Bossiney Farm, Tintagel, Cornwall, PL34 0AY	Cornwall	CL111810 CL111811
Pen-Y-Garth Limited	Pen-Y-Garth Caravan Park, Bala, Pwllheli, Gwynedd, LL23 7ES	Gwynedd	WA816890

# MG01 - continuation page

Particulars of a mortgage or charge

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### Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Haulfryn Group Limited	Suttons (Coventry) Limited	Ordinary of £1 each	500	£500
Haulfryn Group Limited	Pen-Y-Garth Limited	Ordinary of £1 each	2	£2
Haulfryn Group Limited	Frank Panter Limited	Ordinary of 10p each	1,710,000	£171,000
Haulfryn Group Limited	Frank Panter (Sites) Limited	Ordinary of 10p each	1,901,900	£380,000
Haulfryn Group Limited	Eastern Caravan Parks Limited	Ordinary B of £1 each	250	£1,000
Haulfryn Group Limited	Edgeley Caravan Park Limited	Ordinary of £1 each	100	£100
Haulfryn Group Limited	Menai Caravan Parks Limited	Ordinary of £1 each	40,000	£40,000
Haulfryn Group Limited	Lleyn Estates Limited	Ordinary of £1 each	750	£750
Haulfryn Group Limited	Haulfryn Leasing Limited	Ordinary of £1 each	100	£100
Haulfryn Group Limited	Haulfryn Park Homes Limited	Ordinary of £20 each	2,925	£58,500
Haulfryn Group Limited	Haulfryn Limited	Ordinary of £1 each	10,000	£10,000

### Part 3 - Charged Accounts

None

### Part 4 Intellectual Property

None

# MG01 - continuation page

## Particulars of a mortgage or charge

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#### Part 5 - Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Haulfryn Group Limited	16 July 2004	(1) John Meredith Miles Griffiths, David Cenydd Miles Griffiths, Elizabeth Phoebe Ware, Barbara Jean Miles Griffiths and Edith Jeanne Willhelmine Miles Griffiths and (2) Haulfryn Group Limited	Agreement for the provision of management services for Cranbourne Hall Holiday Park, Winkfield, Berkshire
Haulfryn Group Limited	16 July 2004	(1) John Meredith Miles Griffiths, David Cenydd Miles Griffiths, Elizabeth Phoebe Ware, Barbara Jean Miles Griffiths and Edith Jeanne Willhelmine Miles Griffiths and (2) Haulfryn Group Limited	Sales Commission Agreement relating to Cranbourne Hall Holiday Park, Winkfield, Berkshire
Haulfryn Group Limited	18 March 2008	(1) John William Cooper & Mrs Sheila Elizabeth Cooper and (2) Haulfryn Group Limited	Agreement for the provision of management services relating to Willow Tree Farm, Burmash Road, Hythe, Kent, CT21 6QQ

# MG01 - continuation page

Particulars of a mortgage or charge

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### Part 6 - Insurances

Chargor	Insurer	Title	Policy number
Haulfryn Group Limited	Aviva Insurance Plc	Caravan All Risks  Property Damage  Household Properties  Office Equipment  Fuel Tanks  Business Interruption - Gross Profit  Goods in Transit  Employer's Liability  Public & Products Liability	23582139CCI
Haulfryn Group Limited	Aviva Insurance Plc	Money	23582139001
Haulfryn Group Limited	Aviva Insurance Plc	Motor Fleet	46FLVV1349637
Haulfryn Group Limited	Chubb Insurance Brokers Ltd	Computers	98100184
Haulfryn Group Limited	Chartis Insurance UK Ltd	Directors & Officers Liability	AAAIG09 - 38050296
Haulfryn Group Limited	Aviva Insurance Plc	Contractors 'All Risks' and Hired-in Plant	24004501CTC
Haulfryn Group Limited	ACE Europe Life Ltd	Excess Public Liability	46UKA14529



# MG01 - continuation page

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Haulfryn Group Limited	Chubb Insurance Brokers Ltd	Crime	82125709
Haulfryn Group Limited	Allianz Insurance Plc	Engineering Inspection and Damage	NZ/14536152
Haulfryn Group Limited	Chartis Insurance UK Ltd	Pollution Legal Liability	13000213



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

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

**COMPANY NO. 307876  
CHARGE NO. 67**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 29  
OCTOBER 2010 AND CREATED BY HAULFRYN GROUP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO  
BARCLAYS BANK PLC (SECURITY AGENT) AND/OR THE  
OTHER SECURED PARTIES (OR ANY OF THEM) 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 4 NOVEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 NOVEMBER  
2010

*OX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES