

MG01

Particulars of a mortgage or charge



V045321/13

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
use form MG01s

WEDNESDAY



LD2 *L6QMVV0T* 15/06/2011 51
COMPANIES HOUSE

1

Company details

Company number 6 3 8 0 4 6 2

Company name in full Airparks Management Limited

3 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 d0 d7 m0 m6 y2 y0 y1 y1

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 the Company (as defined in Section 6 below), the Subsidiaries of the
Company (as defined in Section 6 below which includes the Chargor), the Security Trustee (as
defined in Section 5 below) and the Secured Parties (as defined in Section 4 below) **(Debenture)**

4

Amount secured

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

Amount secured

All monies and liabilities now or after the date of the Debenture due,
owing or incurred by the Chargor to the Secured Parties (or any of
them) under the Loan Documents (or any of them) in any manner
and in any currency or currencies and whether present 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 any Secured Party under any Loan Document
except for any obligation which, if it were included here, constitute
unlawful financial assistance, or its equivalent in any other
jurisdiction **(Secured Obligations)**

Con/t

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

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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

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

Name Holiday Extras Investments Limited (**Security Trustee**)

Address Ashford Road, Newingreen

Hythe, Kent

Postcode C T 2 1 4 J 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

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

Short particulars

1. General

All Security created by the Chargor under clauses 3 2 to 3 4 of the Debenture (paragraphs 2-4 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 that Chargor in and to the relevant Secured Asset, and

(d) granted in favour of the Security Trustee as security trustee for the Secured Parties

2. First legal mortgage

The Chargor charged, by way of first legal mortgage, the Properties and all Premises and Fixtures on each such property for the time being

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

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

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

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

Commission, allowance or discount

Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Abdullah Goddard LLP*

X

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 **MACKS/332227-1**

Company name
Addleshaw Goddard LLP

Address **PO Box 500**

Companies House

Bloomsbury House

Post town

County/Region

Postcode

W	C	1	B		3	X	D
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Country

DX **London**

Telephone **02076068855**



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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<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p>	
<p>Short particulars</p>	<p>Please give the short particulars of the property mortgaged or charged</p> <p>3 Assignments</p> <p>The Chargor assigned</p> <p>(a) the Relevant Agreements to which it is a party, and</p> <p>(b) the Relevant Policies to which it is a party</p> <p>(c) The Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party</p> <p>(d) Notwithstanding the other terms of clause 3.3 of the Debenture (paragraph 2 of this form MG01), prior to the occurrence of an event which entitles a Secured Party to declare amounts owing under the relevant Loan Documents immediately due and payable each Chargor may, subject to the other terms of the Loan Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements</p> <p>4 First fixed charges</p> <p>The Chargor charged by first fixed charge</p> <p>(a) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(b) the benefit of all other agreements, instruments and rights relating to its Secured Property excluding the Agreements (as defined in the Q Park Letter),</p> <p>(c) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) 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>(d) the Subsidiary Shares together with all Related Rights,</p> <p>(e) the Investments together with all Related Rights,</p> <p>(f) the Relevant Policies and any other insurance policies from time to time and all proceeds of them,</p> <p>(g) all book and other debts, due to the Chargor and their proceeds (both collected and uncollected) (together the 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 monies and all rights to enforce the Debts (or any of them),</p> <p>Con/t</p> <p>(h) all its patents, patent applications, trade marks, trade names, registered designs, copyrights,</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

licences and all present and future agreements relating to its intellectual property rights,

(i) all its goodwill and uncalled capital, and

(j) to the extent that any legal mortgage in clause 3.2 of the Debenture (paragraph 2 of this form MG01) or any assignment in clause 3.3 of the Debenture (paragraph 3 of this form MG01) is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause

5 Negative pledge

The Chargor undertook not to create or permit to subsist any Security over any of its assets unless otherwise agreed between the Parties

The Chargor undertook not to, unless otherwise agreed between the Parties

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter into any arrangement under which monies or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(d) enter into any other preferential arrangement having a similar effect,

(e) in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset

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

Company means Holiday Extra Holdings Limited (No 5270496)

Fixtures means in respect of any Secured Property all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property

Insurance Policies means in respect of the Chargor all policies of insurance present and future in which it has an interest

Con/t

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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>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 relevant Chargor or by a trustee or clearance system or nominee</p> <p>Party means a party to the Debenture</p> <p>Premises means any building on a Secured Property</p> <p>Properties mean the properties listed in Schedule 2 of the Debenture (Schedule 2 of this form MG01) (Properties)</p> <p>Q Park Letter means the letter dated 28 August 2008 from, inter alia, Q Park Limited addressed to, inter alia, the Chargor</p> <p>Related Rights means, in respect of any Investment or Subsidiary Share</p> <p>(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and</p> <p>(c) all rights derived from or incidental to that Investment or Subsidiary Share</p> <p>Relevant Agreements means any agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing</p> <p>Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p>Secured Asset means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Debenture in favour of the Security Trustee</p> <p>Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture</p> <p>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</p> <p>Con/t</p>	

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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

Subsidiaries of the Chargor means the companies listed in Schedule 1 of the Debenture (Schedule 1 of this MG01 form)

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (as each such term is defined in the Debenture unless otherwise defined in this form)

Schedule 1

The Subsidiaries of the Company

Name	Registered number
The Chargor	
ABC Holdings Limited	3734280
Airparks Services Limited	2652781
Apple Barn Properties Limited	7586120
Apple Barn Services Limited	4545537
HX Investments Limited	6380464
HX Properties Limited	5412229
Holiday Extras Properties Limited	5525912
Hagger Properties Limited	5526287

Con/t

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6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p style="text-align: center;">Schedule 2</p> <p style="text-align: center;">Properties</p> <p style="text-align: center;">Registered Land</p>		
	Chargor	County and district (or address or description and London borough)	Title
	Apple Barn Properties Limited	Leasehold land being on the west side of Macadown Lane, Garretts Green, Birmingham	WM277440
	Airparks Services Limited	Leasehold land being the land and premises at Port Road, Rhose Vale, Glamorgan CF62 3BJ	CYM201825
	HX Properties Limited	Freehold property at Lowfield Heath, Gatwick	SY123278
	Holiday Extras Properties Limited	Freehold property at Grove Road Horley	SY603426 SY744514
	Hagger Properties Limited	St Athans Goods Yard	CYM46614
	Airparks Services Limited	Leasehold land situate at Castle Donington, Leicestershire contained in a lease dated 29 July 2002 and made between (1) Wheatcroft & Son Limited and (2) Airparks Services Limited	LT396596

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6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars			

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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 the following terms shall have the following meanings:</p> <p>Intragroup Loan Agreement means the agreement dated 31 May 2011 made between the Lenders and the Original Chargors (as each such term is defined in the Debenture unless otherwise defined in this form)</p> <p>Lenders means each of the lenders in the Intragroup Loan Agreement being, as at the date of the Debenture</p> <p>(a) Holiday Extras Investments Limited (No 7581191) and</p> <p>(b) Holiday Extras Limited (No 1693250)</p> <p>Loan Document means</p> <p>(a) the Intragroup Loan Agreement and</p> <p>(b) the Loan Notes</p> <p>Loan Notes means each of the loan notes issued under the following loan note instruments (as amended from time to time)</p> <p>(a) the instrument consisting £15,774,972 Series A 4 5% loan notes dated 16 October 2009, and</p> <p>(b) the instrument consisting £3,288,305 Series B 4 5% loan notes dated 16 October 2009</p> <p>Loan Note Holders means loan note holder pursuant to the Loan Notes being, as at the date of this Deed, HX Properties Limited (No 5412229)</p> <p>Secured Parties means</p> <p>(a) the Lenders and</p> <p>(b) the Loan Note Holders</p>	



FILE COPY

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

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

**COMPANY NO. 6380462
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 JUNE 2011
AND CREATED BY AIRPARKS MANAGEMENT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
CHARGOR TO THE 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 15 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES