

BE 191703/13

In accordance with Section 860 of the Companies Act 2006

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

SATURDAY



A42 \*A1BNBY7P\* 08/10/2011 7  
COMPANIES HOUSE

### 1 Company details

Company number 0 3 3 8 2 3 4 8

Company name in full COTSWOLD OUTDOOR LIMITED (the "Company")

For official use  
1 0  
→ **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 3 0 0 9 2 0 1 1

### 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 DEBENTURE dated 30 September 2011 between the Company and the Security Agent (the "Debenture")

### 4 Amount secured

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

Amount secured All money, obligations or liabilities due, owing or incurred to any Secured Party by each Charging Company or any other Obligor under any Finance Document as at 30 September 2011 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Indebtedness")

Continued on continuation page

**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

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

Name LLOYDS TSB BANK PLC

Address 10 Gresham Street, London as agent and security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E C 2 V 7 A E

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 CLAUSE

##### 1 1 General

(a) All the security created under the Debenture

(i) is created in favour of the Security Agent,

(ii) is security for the payment of all the Indebtedness, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the benefit of the Debenture on trust for the Secured Parties

(c) All Security created by the Debenture and all rights conferred on any Secured Party by the Debenture are expressly subject to the Security created by the Existing Debenture and rank and secure the Charged Property behind and after any Security created by the Existing Debenture

##### 1 2 Fixed Charges

The Company, as security for the payment of the Indebtedness, subject to the Existing Debenture has charged in favour of the Security Agent with full title guarantee the following assets, both as at 30 September 2011 and in future, from time to time owned by it or in which it has an interest

(a) subject to the Existing Debenture, by way of a legal mortgage all freehold and leasehold property (including the property, if any, specified in schedule 1 to the Debenture, as set out in schedule 1 hereto), together with all buildings and fixtures (including trade fixtures) on that property, and

Continued on continuation page

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <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	N/A	

<b>8</b>	<b>Delivery of instrument</b>	
	<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>	

<b>9</b>	<b>Signature</b>	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X Ashurst LLP X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

# 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 KIH/SKLIRH/LLO02 00018/21870839

Company name  
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

### 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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form</p> <p>"Assigned Agreements" means the Insurances, the Intra-Group Loan Agreements, and any other agreement designated as an Assigned Agreement by the Company and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>"Charging Companies" means the Company and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>"Declared Default" means an Event of Default which has resulted in the Senior Agent exercising any of its rights under clause 28 19 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 19 (Acceleration) of the Mezzanine Facility Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Events of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Existing Debenture" means the debenture dated 17 January 2008 and made between the Company and the Security Agent,</p> <p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p>"Floating Charge Asset" means an asset charged under clause 3 3 (Floating Charge) of the Debenture, as set out in clause 1 3 in this form,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 30 September 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p>	

## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company,</p> <p>"Intra-Group Loan Agreements" means the Company Intra-Group Loan Agreement as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"Mezzanine Facility Agent" means Lloyds TSB Bank plc,</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement originally dated 14 January 2008 (as amended and restated on 11 September 2009 and 6 July 2010) between, among others, Lion Adventure Holding B V as parent and the other Group Companies, Lloyds TSB Bank plc as as Mezzanine Arranger, Mezzanine Facility Agent and Security Agent (each term as more particularly defined therein) and the financial institutions listed in part 2 of schedule 1 thereto as the Original Mezzanine Lenders, under which the Original Mezzanine Lenders have agreed to make available to Lion Adventure B V as the Borrower, certain term facilities,</p> <p>"Mezzanine Finance Documents" means the Mezzanine Finance Documents as such term is defined in the Mezzanine Facility Agreement,</p> <p>"Nominated Account" has the meaning given to that term in clause 8 4 (Collection of Book Debts and Other Debts) of the Debenture,</p> <p>"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement,</p> <p>"Parent" means Lion Adventure Holding B V , a company registered in The Netherlands,</p> <p>"Receiver" means an administrative receiver, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver in each case appointed under the Debenture,</p> <p>"Secured Parties" means the Senior Finance Parties (as such term is defined in the Senior Facilities Agreement), the Mezzanine Finance Parties (as such term is defined in the Mezzanine Facility Agreement), any Receiver and any Delegate,</p> <p>"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,</p> <p>"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Senior Agent" means Lloyds TSB Bank plc,</p>

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Senior Facilities Agreement" means the senior facilities agreement originally dated 15 October 2007 (as amended on 14 November 2007 and amended and restated on 14 January 2008, 25 June 2008, 11 September 2009 and 6 July 2010) between, among others, Lion Adventure Holding B V as parent and the other Group Companies, Lloyds TSB Bank plc as Arranger, Facility Agent, Security Agent and Issuing Bank (each term as more particularly defined therein) and the financial institutions listed in schedule 1 therein as the Lenders under which the Lenders have agreed to make available to the Borrowers (as such term is defined therein) certain term and revolving facilities,</p> <p>"Senior Finance Documents" means the Senior Finance Documents (including each Hedging Agreement) as such term is defined in the Senior Facilities Agreement,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985, and</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 2 to the Debenture, as set out in schedule 2 hereto and as specified in any relevant Security Accession Deed,</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 338 1031 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="316 394 1074 432">(b) subject to the Existing Debenture, by way of a fixed charge</p> <p data-bbox="316 456 1485 618">(i) all other interests (not charged under clause 3 2(a) of the Debenture, as set out in clause 1 2 (a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p data-bbox="316 645 1442 712">(ii) all the Subsidiary Shares and Investments and, subject to clause 8 6 of the Debenture, all corresponding Distribution Rights,</p> <p data-bbox="316 739 1458 806">(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p data-bbox="316 833 1422 900">(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,</p> <p data-bbox="316 927 1469 994">(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,</p> <p data-bbox="316 1021 1449 1122">(vi) subject to clause 8 4(b) of the Debenture, all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,</p> <p data-bbox="316 1149 1433 1216">(vii) all its Intellectual Property (including the Intellectual Property listed in schedule 3 to the Debenture, as set out in schedule 3 hereto),</p> <p data-bbox="316 1243 1485 1310">(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p data-bbox="316 1337 810 1375">(ix) its goodwill and uncalled capital, and</p> <p data-bbox="316 1402 1485 1469">(x) if not effectively assigned by clause 3 4 (Security Assignment) of the Debenture, as set out in clause 1 4 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p data-bbox="316 1496 549 1534">1 3 Floating Charge</p> <p data-bbox="316 1561 1461 1751">Subject to the Existing Debenture, as further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of a floating charge all its assets as at 30 September 2011 and future assets not effectively charged by way of the fixed charge under clause 3 2 (Fixed Charges) of the Debenture, as set out in clause 1 2 above or assigned under clause 3 4 (Security Assignment) of the Debenture, as set out in clause 1 4 below</p> <p data-bbox="316 1778 608 1816">1 4 Security Assignment</p> <p data-bbox="316 1843 1485 2033">(a) As further security for the payment of the Indebtedness, subject to the Existing Debenture the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company promptly re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p>



6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(b) Until the occurrence of a Declared Default, but subject to clause 8 7 (Assigned Agreements), of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>1 5 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent acting reasonably is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture</p> <p>1 6 Automatic Conversion of Floating Charge</p> <p>If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and the Mezzanine Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2 FURTHER ASSURANCE</p> <p>2 1 General</p> <p>(a) The Company shall promptly (and at its own expense) following written request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture</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

(b) Any security document required to be executed by the Company under clause 5.1 of the Debenture, as set out in this clause 2.1 will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture

(c) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

**3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security (as such term is defined in the Finance Documents) over all or any part of its Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of its Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of its Charged Property,

except as permitted by the Senior Facilities Agreement or the Mezzanine Facility Agreement or with the prior consent of the Security Agent or where charged pursuant to the Existing Debenture

**SCHEDULES**

**SCHEDULE 1**

Details of Properties

See separate annexure

**SCHEDULE 2**

Subsidiary Shares

Charging Company	Subsidiary	Number and Class of Shares
Cotswold Outdoor Limited	Cotswold Camping Limited	571,203 Ordinary Shares of £1 each
Cotswold Outdoor Limited	AS Adventure (UK) Limited	1 Ordinary Share of £1 each

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**SCHEDULE 3**  
Intellectual Property

Registered Trademarks

Registered Trademark	Country	Registration Mark
Cotswold	United Kingdom	2335865
Cotswold Outdoor	United Kingdom	2304460a
Blue Mountain	United Kingdom	2335858
Cotswold Outdoor/Action/Travel	European Mark (OHIM)	5379193
Rock Bottom	European Mark (OHIM)	5379417

**Cotswold Outdoor Limited (the "Company")**  
**(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 1 of 7)**

**SCHEDULE 1**  
**Details of Property**

**Registered Leases**

	<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title No:</b>
1	Cotswold Outdoor Limited	Cardiff County	Unit 12 Talbot Green Retail Park Pontyclun Cardiff CF72 8LW	CYM263556
2	Cotswold Outdoor Limited	Bromley	Unit 2 Nugent Retail Park Cray Avenue Orpington Kent BR5 3RP	SGL672274
3	Cotswold Outdoor Limited	Preston	135 Crystal House Preston Lancs PR1 2AH	LAN50333
4	Cotswold Outdoor Limited	Eastleigh	13 Lower Northam Road, Hedge End, Southampton SO30 4FN	HP730521
5	Cotswold Outdoor Limited	Manchester	Unit 2, 118-124 Deansgate, Manchester, M3 2GQ	MAN132383
6	Cotswold Outdoor Limited	Powys	102 The Struet, Brecon, Powys, LD3 7LT	CYM380930
7	Cotswold Outdoor Limited	Leeds	Unit 6, The Core Shopping Centre, Lands Lane MSU6, Leeds, West Yorkshire, LS1 6AW	WYK912312
8	Cotswold Outdoor Limited	Carmarthenshire	Unit 5, St Catherine's Walk Shopping Centre, Camarthen, Carmarthenshire, SA31 1GA	CYM523040
9	Cotswold Outdoor Limited	Wiltshire	9 Queen St, Salisbury, Wiltshire, SP1 1EY	WT281046
10	Cotswold Outdoor Limited	Wiltshire	Unit 9 Kemble Business Park, Crudwell, Malmesbury, Wiltshire SN16 9SH	WT241519

**Cotswold Outdoor Limited (the "Company")  
(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 2 of 7)**

	<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title No:</b>
11	Cotswold Outdoor Limited	Wiltshire	Kemble Business Park, Crudwell, Malmesbury, Wiltshire, SN16 9SH	WT180580
12	Cotswold Outdoor Limited	West Sussex Chichester	51 East St, Chichester, West Sussex, PO19 1JG	WSX328150
13	Cotswold Outdoor Limited	West Midlands Solihull	40-42 Dury Lane, Mell Square Shopping Centre, Solihull, West Midlands, B91 3BG	WM952658
14	Cotswold Outdoor Limited	West Midlands Birmingham	Piccadilly Arcade, 105 New Street, Birmingham, B2 4EU	WM912693
15	Cotswold Outdoor Limited	Conway	Royal Oak, Holyhead Road, Betws y Coed, LL24 0AY	WA935196
16	Cotswold Outdoor Limited	Surrey Guildford	2-3 Friary St, Guildford, Surrey, GU1 4EH	SY783049
17	Cotswold Outdoor Limited	Suffolk St Edmundsbury	56 Abbeygate St , Bury St Edmunds, Suffolk, IP33 1LH	SK311028
18	Cotswold Outdoor Limited	Shropshire	28 and 29A Pride Hill, Shrewsbury, Shropshire, SY1 1DP	SL212029
19	Cotswold Outdoor Limited	Oxfordshire Cherwell	Unit 1, Bicester Avenue Home & Garden Centre, Oxford Road, Bicester, Oxfordshire, OX 25 2NY	ON281990
20	Cotswold Outdoor Limited	North Yorkshire Harrogate	8-10 West Park, Harrogate, HG1 1BL	NYK336887
21	Cotswold Outdoor Limited	City of Nottingham	Castle Buildings, Castle Boulevard, Nottingham, NG7 1SA	NT413501 NT416153
22	Cotswold Outdoor Limited	City of Westminster	8 Southampton St, Covent Garden, London, WC2E 7HA	NGL889635
23	Cotswold Outdoor Limited	City of Westminster	23/26 Piccadilly, London, W1J 0DJ	NGL848025

**Cotswold Outdoor Limited (the "Company")  
(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 3 of 7)**

	<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title No:</b>
24	Cotswold Outdoor Limited	Merseyside Liverpool	58 Church St, Liverpool, L1 3AY	MS561662
25	Cotswold Outdoor Limited	Kent Tunbridge Wells	95-97 Mount Pleasant, Royal Tunbridge Wells, Kent, TN1 1QG	K929964
26	Cotswold Outdoor Limited	Kent Maidstone	Unit 29, Newham Court Shopping Village, Bearsted Road, Maidstone, ME14 5LH	K916941
27	Cotswold Outdoor Limited	Hertfordshire Watford	161-165 High St, Watford, WD17 2ET	HD496527
28	Cotswold Outdoor Limited	Gloucestershire Cotswold	Gateway Visitor Centre, Spine Rd East, South Cerney, Cirencester, GL7 5TL	GR273801
29	Cotswold Outdoor Limited	Brighton and Hove	186 Western Rd, Brighton, East Sussex, BN1 2BA	ESX330730
30	Cotswold Outdoor Limited	City of London	Unit 1, 313-315 High Holborn, London, WC1V 7BN	EGL572204
31	Cotswold Outdoor Limited	Milton Keynes	Eldergate, The Portway, Milton Keynes, Buckinghamshire, MK9 1EN	BM360027
32	Cotswold Outdoor Limited	Derbyshire Derbyshire Dales	Bridge Street, Bakewell, Derbyshire, DE45 1DS	DY439397
33	Cotswold Outdoor Limited	Durham	7-8 Silver St, Durham, County Durham, DH1 3RB	DU315724
34	Cotswold Outdoor Limited	City of Plymouth	Unit 7, 25 Old Town St, Drakes Circus, Plymouth, Devon, PL1 1DA	DN587677
35	Cotswold Outdoor Limited	Devon East Devon	Darts Farm Village, Topsham, Exeter, EX3 0QH	DN568180

**Cotswold Outdoor Limited (the "Company")  
(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 4 of 7)**

	<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title No:</b>
36	Cotswold Outdoor Limited	Cornwall	Unit 1, Back Quay, Off Lemon Quay, Truro, Cornwall, TR1 2LL	CL276169
37	Cotswold Outdoor Limited	Cumbria South Lakeland	The Lamb Inn, Red Lion Square, Grasmere, Cumbria LA22 9SP	CU211532
38	Cotswold Outdoor Limited	City of Peterborough	Unit 12, Peterborough Garden Centre, Eye Rd, Paston Parkway, Ring Rd, Peterborough, Cambridgeshire, PE1 4SA	CB353458
39	Cotswold Outdoor Limited	Cumbria Carlisle	74-76 English St, Carlisle, Cumbria, CA3 8HP	CU253511
40	Cotswold Outdoor Limited	Reading	271 Basingstoke Rd, Reading, Berkshire, RG2 0HY	BK401951
41	Cotswold Outdoor Limited	City of Bristol	Unit 2, Union Gate, New Broadmead, Bristol, Avon BS1 2DL	BL123278
42	Cotswold Outdoor Limited	Cardiff	Unit 3 Wharton Street Cardiff	WA674759
43	Cotswold Outdoor Limited	Suffolk Ipswich	Unit 2, 41-49 Tavern Street, Ipswich IP1 3AG	SK331585
44	Cotswold Outdoor Limited	Islington	116-118 High Street, Islington, London N1 8EG	AGL235989
45	Cotswold Outdoor Limited	Chester	82-84 Foregate St, Chester CH1 1HB	CH605611
46	Cotswold Outdoor Limited	Newcastle	60 and 62 Northumberland Street, Newcastle upon Tyne NE1 7DF	TY497981

**Cotswold Outdoor Limited (the "Company")  
(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 5 of 7)**

	<b>Charging Company</b>	<b>County and District (or London Borough)</b>	<b>Address or Description</b>	<b>Title No:</b>
47	Cotswold Outdoor Limited	Norwich	North side of Theatre Street	NK412518
48	Cotswold Outdoor Limited	Leeds	5 King Edwards Street, Leeds LS1 6AX	WYK939654



**Cotswold Outdoor Limited (the "Company")**  
**(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 6 of 7)**

**Unregistered Leases**

- 49 Lease dated 20 May 2002 between (1) Stokers Limited and (2) Cotswold Outdoor Limited in respect of 16 Main Street, Keswick, CA12 5JD
- 50 Lease dated 8 September 1999 made between 1) GE Capital Corporation (Estates) Limited and (2) Cotswold Outdoor Limited in respect of 72-76 Clarence Street, Kingston upon Thames, KT1 1NW
- 51 Lease dated 7 September 1989 made between (1) Pugh Davies Properties Limited, (2) Cotswold Camping Limited and (3) Charles William Barwell, Anthony Graham Ingham and Howard Ashton Jones in respect of 6A Oxford Road, Manchester, M1 5QA
- 52 Lease dated 18 August 2006 made between (1) Webbs Garden Centres Limited and (2) Cotswold Outdoor Limited in respect of Webbs of Wychbold, Droitwich Spa, Worcestershire, WR9 0DG
- 53 Lease dated 1 July 1997 made between (1) Mssrs Barwell & Ingham and (2) Cotswold Outdoor Limited in respect of Arfon House, Holyhead Road, Conwy, LL24 0AP
- 54 Lease dated 25 May 2003 made between (1) Molins UK Pension Fund Trustee Ltd and (2) Cotswold Outdoor Limited in respect of Unit 1, Westover Retail Park, 2-16 Castle Lane, West Bournemouth, Dorset, BH9 3LJ
- 55 Lease dated 27 May 2011 made between (1) The Garden Centre Group Holdings Ltd and (2) Cotswold Outdoor Limited in respect of Unit 3, Bridgemere Nursey & Garden World, Bridgemere, Nantwich, Cheshire, 7QB
- 56 Lease dated 6 February 2002 made between (1) Trinity College Cambridge and (2) Cotswold Outdoor Limited in respect of 6-7 Bridge St, Cambridge, Cambridgeshire, CB2 1UA
- 57 Lease dated 21 August 2003 made between (1) Heko Investments and (2) Cotswold Outdoor Limited in respect of Ground Floor, St Clements House, Leyden St, London, E1 7LL
- 58 Lease dated 18 August 2010 made between (1) American Standard and (2) Cotswold Outdoor Limited in respect of 92 Brompton Rd, London, SW3 1ER
- 59 Lease dated 28 September 2009 made between (1) Elizabeth Anne Hume & Sally Penelope Davis and (2) Cotswold Outdoor Limited in respect of 91 Victoria St, St Albans, Hertfordshire, AL1 3TJ

**Cotswold Outdoor Limited (the "Company")**  
**(CRN: 03382348)**

**Details of Property Annexure to Form MG01 (page 7 of 7)**

**Foreign Leases**

- 60 Lease dated 1 January 1999 made between (1) Ignis UK Property Fund and (2) Cotswold Outdoor Limited in respect of Unit 4, West End Retail Park, Crow Rd, Partick, Glasgow, Lanarkshire, G11 7RY
  
- 61 Lease dated 22 April 2008 made between (1) Hammerson and (2) Cotswold Outdoor Limited in respect of Unit W9, Silverburn Shopping Centre, Barrhead Rd, Glasgow, Lanarkshire, G53 6AG
  
- 62 Lease dated 29 October 2009 made between (1) Hammerson and (2) Cotswold Outdoor Limited in respect of 9, The Atrium, Union Square, Aberdeen, AB11 5PS.
  
- 63 Lease dated 24 May 2010 made between (1) Deramore Holdings and (2) Cotswold Outdoor Limited in respect of Unit 2, 7-9 Castle Lane, Belfast, BT1 5DB
  
- 64 Lease dated 24 April 2006 made between (1) Corbo Ltd and (2) Cotswold Outdoor Limited in respect of Unit 10, Boucher Retail Park, Boucher Crescent, Belfast, BT12 6HU.
  
- 65 Lease dated 24 June 2008 made between (1) Almondvale Ltd and (2) Cotswold Outdoor Limited in respect of Unit 317, The Elements Shopping Centre, Almondvale Boulevard, Livingston, West Lothian, EH54 6GS.



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

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

COMPANY NO. 3382348  
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 30  
SEPTEMBER 2011 AND CREATED BY COTSWOLD OUTDOOR  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH CHARGING COMPANY OR ANY OTHER  
OBLIGOR TO ANY SECURED PARTY 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 8 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2011

*Handwritten mark*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES