



**Registration of a Charge**

Company name: **PARK HOLIDAYS UK LIMITED**

Company number: **02434151**



X6DE9LTN

Received for Electronic Filing: **23/08/2017**

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**Details of Charge**

Date of creation: **23/08/2017**

Charge code: **0243 4151 0026**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND AND BUILDINGS KNOWN AS LAND AT MARTELLO BEACH CARAVAN PARK, EASTBOURNE ROAD, PEVENSEY BAY, PEVENSEY, BN24 6DH - TITLE NO.: ESX264496; FREEHOLD LAND AND BUILDINGS KNOWN AS LAND LYING TO THE SOUTH WEST OF TIMBERLAINE ROAD, PEVENSEY BAY - TITLE NO.: ESX264497.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ASHURST LLP**



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

Company number: 2434151

Charge code: 0243 4151 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2017 and created by PARK HOLIDAYS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2017 .

Given at Companies House, Cardiff on 25th August 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



EXECUTION VERSION

## Supplemental Legal Mortgage

Park Holidays UK Limited

as Chargor

and

The Royal Bank of Scotland plc

as Security Agent

relating to freehold lands and buildings as  
described in the schedule to this mortgage and  
registered at the Land Registry

Note: the application of recoveries under this security instrument is  
regulated by the terms of the Intercreditor Agreement

23 August 2017

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**THIS DEED** is made on 23 August 2017

**BETWEEN:**

- (1) **PARK HOLIDAYS UK LIMITED** (a company incorporated in England and Wales with registered number 02434151) (the "**Chargor**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**RECITALS:**

- (A) This deed is supplemental to a debenture dated 10 March 2017 between, amongst others, the Chargor and the Security Agent (the "**Original Debenture**") as supplemented by a supplemental legal charge dated 4 July 2017 between the Chargor and the Security Agent (the "**Debenture**").
- (B) The Chargor has acquired the properties specified in the schedule to this deed (the "**Properties**") and is required to enter into this deed by clause 4 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

**THE PARTIES AGREE** as follows:

**1. INTERPRETATION AND CONSTRUCTION**

- 1.1 Words and expressions defined in the Original Debenture and in the Senior Facilities Agreement (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

**2. CHARGING CLAUSE**

- 2.1 The Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all of its right title and interest in the Properties.
- 2.2 The Chargor confirms that, by the terms of the Debenture it has charged in favour of the Security Agent by way of fixed charge all Related Rights, as they relate to the Properties.

**3. INCORPORATION**

- 3.1 The provisions of clauses 4 (Further Assurance) to clause 25 (Miscellaneous) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Chargor" shall be deemed to be references to the Chargor.
- 3.2 References in the Original Debenture to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Original Debenture (as amended and supplemented by this deed) and to this deed.

#### **4. LAND REGISTRY**

- 4.1 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Properties on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [**date**] in favour of The Royal Bank of Scotland plc (as security agent) referred to in the charges register. "

- 4.2 Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of the Properties that there is an obligation to make further advances on the security of the registered charge.

- 4.3 The Chargor undertakes that, within 14 days following the date of this deed, it shall submit to the Land Registry in respect of the Properties such land registry forms as are required to perfect the security created by this deed (the "**Application**"). The Chargor undertakes that it will, at its own cost, provide to the Security Agent a copy of all relevant correspondence with the Land Registry in relation to the Application (including copy title information following completion of the registrations) and copies of all requisitions raised by the Land Registry as soon as reasonably possible (and in any event within five Business Days) after receipt and provide to the Security Agent a copy of responses to such requisitions within five Business Days of the date of that response.

- 4.4 The Chargor certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

#### **5. CONTINUATION**

- 5.1 The Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Debenture and this deed shall be read and construed together.

- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

#### **6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Properties except as permitted by and in accordance with the Senior Facilities Agreement.

#### **7. FINANCE DOCUMENT**

This document is hereby designated as a Finance Document.

#### **8. GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity

or termination of this deed or any non-contractual obligations arising out of or in connection with this deed) (a "**Dispute**").

- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this deed.



## **SCHEDULE**

### **The Properties**

1. All that freehold land and buildings known as land at Martello Beach Caravan Park, Eastbourne Road, Pevensey Bay, Pevensey, BN24 6DH, registered at the Land Registry under title number ESX264496.
2. All that freehold land and buildings known as land lying to the South West of Timberlaine Road, Pevensey Bay, registered at the Land Registry under title number ESX264497.

### SIGNATORIES

Executed as a deed by **PARK HOLIDAYS** )  
**UK LIMITED:** )

 )  
)

Signature of director .....

Name of director A.B. LOCH

Signature of witness

Name of witness ANDREA GAGGON

Address of witness

Occupation of witness .....

### Notice Details

Address: Park Holidays UK Ltd  
Glovers House  
Glovers End  
Bexhill-On-Sea  
East Sussex  
TN39 5ES

Attention: The Chief Financial Officer

**Security Agent**

Signed for and on behalf of THE ROYAL )  
BANK OF SCOTLAND PLC: )  
)  
)

Name: *KIM UYEN NGUYEN*

**Notice Details**

Address: The Royal Bank of Scotland plc  
250 Bishopsgate  
London EC2M 4AA

Email: kim-uyen.nguyen@rbs.com

Attention: Kim-Uyen Nguyen / Syndicated Loans Agency