



Registration of a Charge

Company name: **PARK HOLIDAYS UK LIMITED**

Company number: **02434151**



X9YDLV1D

Received for Electronic Filing: **15/02/2021**

Details of Charge

Date of creation: **12/02/2021**

Charge code: **0243 4151 0034**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND KNOWN AS PAKEFIELD CARAVAN PARK, ARBOR LANE, LOWESTOFT, NR33 7BE - TITLE NOS.: SK64639 AND SK404543; LEASEHOLD LAND KNOWN AS PAKEFIELD CARAVAN PARK, ARBOR LANE, LOWESTOFT, NR33 7BQ - TITLE NO.: SK265743.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by PARK HOLIDAYS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2021 .

Given at Companies House, Cardiff on 16th February 2021

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



Supplemental Legal Mortgage

Park Holidays UK Limited

as Chargor

and

NatWest Markets plc (formerly known as The Royal Bank of Scotland plc)

as Security Agent

relating to freehold land 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

12 February 2021

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THIS DEED is made on 12 February 2021
BETWEEN:

- (1) **PARK HOLIDAYS UK LIMITED** (a company incorporated in England and Wales with registered number 02434151) (the "**Chargor**"); and
- (2) **NATWEST MARKETS PLC (formerly known as 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 supplemental legal charges dated 4 July 2017, 23 August 2017, 2 October 2017, 3 November 2017, 24 May 2018, 27 September 2018, 10 July 2019 and 13 February 2020 between the Chargor and the Security Agent (the "**Debenture**").
- (B) The Chargor has acquired the property specified in the schedule to this deed (the "**Property**") 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 Property.
- 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 Property.

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 Property 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 NatWest Markets plc (formerly known as 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 Property 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 Property 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 Property 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 1

The Property

1. The freehold land known as Pakefield Caravan Park, Arbor Lane, Lowestoft NR33 7BE and registered with title number SK64639;
2. The freehold land known as Pakefield Caravan Park, Arbor Lane, Lowestoft NR33 7BE and registered with title number SK404543; and
3. The leasehold land known as Pakefield Caravan Park, Arbor Lane, Lowestoft NR33 7BQ and registered with title number SK265743.

SIGNATORIES

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

Signature of director	
Name of director	Chris Ling
Signature of director	
Name of director	Richard Ullman


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 **NATIONAL**)
WESTMINSTER BANK PLC acting as)
Agent for NATWEST MARKETS PLC)
(formerly known as The Royal Bank)
of Scotland plc):


Name: Sergio Moreno

Notice Details

Address: NatWest Markets plc (formerly known as The Royal Bank of Scotland plc)
4th Floor, 250 Bishopsgate
London EC2M 4AA

Email: 

Attention: Sergio Moreno / Structured Agency, Commercial and Private Banking