



**Registration of a Charge**

Company Name: **ESSENTIAL VIVENDI LIMITED**

Company Number: **05751608**



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**Details of Charge**

Date of creation: **21/03/2022**

Charge code: **0575 1608 0014**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description: **NIL**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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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: **CYNTHIA GAO OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



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

Company number: 5751608

Charge code: 0575 1608 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2022 and created by ESSENTIAL VIVENDI LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2022 .

Given at Companies House, Cardiff on 28th March 2022

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**

## DEED OF ACCESSION TO THE DEBENTURE

**THIS DEED** is dated 21 March 2022 and made

### **BETWEEN:**

- (1) The entities listed in Schedule 1 (*Additional Chargors*) to this Deed as the acceding Additional Chargors (each an *Additional Chargor*);
- (2) **Artemis Bidco Limited** for itself and as attorney for each of the other Chargors as defined in the Debenture referred to below (the *Company*); and
- (3) **GLAS Trust Corporation Limited** for itself and as agent and trustee for each of the other Secured Parties as defined in the Debenture referred to below (the *Security Agent*).

### **WHEREAS:**

- (A) Each Additional Chargor is a wholly-owned Subsidiary of the Company.
- (B) The Company entered into a Debenture dated 8 September 2021 (the *Debenture*) between, among others, the Company (as an Original Chargor), the other Original Chargor and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor shall also, by execution of separate instruments, become a party to the Secured Debt Documents as a Guarantor.

**IT IS AGREED** as follows:

### **1. INTERPRETATION**

- (a) In this Deed, unless the context otherwise requires or a contrary indication appears:
  - (i) terms defined in the Debenture have the same meanings when used in this Deed; and
  - (ii) the provisions of clause 1.2 (*Construction*) of the Debenture apply to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- (b) This Deed is a Secured Debt Document and a Security Document.

### **2. ACCESSION**

With effect from the date of this Deed, each Additional Chargor:

- (a) shall become a party to the Debenture in the capacity of a Chargor; and
- (b) shall be bound by, and shall comply with, all of the terms of the Debenture which are expressed to be binding on a Chargor,

in each case, as if it had always been a party to the Debenture as a Chargor.

### **3. CREATION OF SECURITY**

#### **3.1 General**

Clauses 3.2 (*Investments*) to 3.5 (*Floating charge*) (inclusive) of this Deed apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

#### **3.2 Investments**

Each Additional Chargor charges by way of a first fixed charge in favour of the Security Agent all its present and future right, title and interest in and to each of its Investments (including any shares referred to in Part A (*Shares*) of Schedule 2 (*Security Assets*) to this Deed in respect of that Additional Chargor).

#### **3.3 Material Intra-Group Loan Arrangements**

Each Additional Chargor assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Material Intra-Group Loan Agreement to which it is a party, including all amounts which each Chargor may receive or has received under such document, in each case, except to the extent that it is subject to any fixed security created under any other term of this Deed.

#### **3.4 Accounts**

Each Additional Chargor charges by way of a first fixed charge in favour of the Security Agent all of its rights in respect of any amount standing to the credit of any Account (including any Account referred to in Part B (*Accounts*) of Schedule 2 (*Security Assets*) to this Deed in respect of that Additional Chargor) and the debt represented by it.

#### **3.5 Floating charge**

- (a) Each Additional Chargor charges by way of a first floating charge all its assets.
- (b) Except as provided below, the Security Agent may by notice to the relevant Additional Chargor convert the floating charge created by such Additional Chargor under this Clause into a fixed charge as regards any of that Additional Chargor's assets specified in that notice, if:
  - (i) an Acceleration Event is continuing; or
  - (ii) those assets specified in that notice are at a material and imminent risk of being seized or sold under any form of distress, attachment, execution or other similar legal process.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

over all the relevant Additional Chargor's assets if an administrator is appointed in respect of such Additional Chargor.

- (e) The floating charge created by this Clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **3.6 Property Excluded from Security**

- (a) There shall be excluded from the floating charge created under Clause 3.5 (*Floating charge*):
  - (i) any asset or undertaking which each Additional Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which each Additional Chargor is precluded from creating Security on or over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party; and
  - (ii) any asset which, if subject to the applicable Security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations with respect to any member of the Group in respect of the asset or require each Additional Chargor to take any action materially adverse to the interests of the Group or any member thereof,

**provided that** each Additional Chargor shall use reasonable endeavours (exercised for a period of time not more than 20 Business Days) to obtain consent to charging any material asset (where otherwise prohibited) if each Additional Chargor is reasonably satisfied that such endeavours would not have a negative impact on any relationships with third parties or otherwise place those relationships in jeopardy.

- (b) Immediately upon receipt of the relevant waiver or consent, the formerly excluded asset shall stand charged to the Security Agent under Clause 2.6 (*Floating charge*).

## **4. RELATIONSHIP BETWEEN THIS DEED AND THE DEBENTURE**

- (a) With effect from the date of this Deed:
  - (i) the Debenture shall be read and construed for all purposes as if:
    - (A) each Additional Chargor had been an original party to the Debenture in the capacity of a Chargor;
    - (B) the rights, obligations and liabilities of, under or in connection with the Debenture apply to each Additional Chargor in the capacity of a Chargor; and
    - (C) the provisions of the Debenture which are consistent with this Deed, or in respect of which this Deed is silent, apply to each Additional Chargor,

but, in each case, so that the Transaction Security created on this accession shall be created on the date of this Deed;

- (ii) the provisions of the Debenture which are expressed to apply to the Security Agent, any Secured Party, any Receiver or any other person shall apply to this Deed as if set out in full in this Deed except that references to the Debenture shall include this Deed; and
  - (iii) unless the context otherwise requires, any reference in the Debenture to “this Deed” and similar phrases shall include this Deed and all references in the Debenture to any relevant schedule to the Debenture (or any part of it) shall include a reference to Schedule 2 (*Security Assets*) to this Deed (or relevant part of it).
- (b) Without prejudice to any other provision of this Deed, all Transaction Security:
  - (i) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;
  - (ii) is created free from any security interest (other than any Transaction Security);
  - (iii) is created over the present and future assets of each Additional Chargor; and
  - (iv) is a continuing security for the payment, discharge and performance of all of the Secured Obligations, shall extend to the ultimate balance of all amounts payable under the Secured Debt Documents and shall remain in full force and effect until the Final Discharge Date. No part of the Transaction Security shall be considered to be satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.
- (c) The Security Agent holds the benefit of this Deed, the Debenture and the Transaction Security on trust for itself and each of the other Secured Parties from time to time on the terms of the Intercreditor Agreement.

## **5. EXECUTION AS A DEED**

Each party to this Deed intends this Deed to take effect as a deed, and confirms that it is executed and delivered as a deed on the date stated at the beginning of this Deed, notwithstanding the fact that any one or more of those parties may only execute this Deed under hand.

## **6. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and by each party to this Deed on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

## **7. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**ADDITIONAL CHARGORS**

<b>Name</b>	<b>Country of Incorporation</b>	<b>Registration Number</b>
Coastal Parks Hold Limited	England and Wales	07921954
Rookley Hold Limited	England and Wales	07921974
Essential Vivendi Limited	England and Wales	05751608
AG Holiday Parks UK Limited	England and Wales	10682755
Southern Parks Limited	England and Wales	07916967
AG Newquay Limited	England and Wales	08705531
AG (Moffat) Limited	England and Wales	11829569
AG (Glendevon) Limited	England and Wales	11829614
AG Retallack Limited	England and Wales	11352386
AG Swanage Limited	England and Wales	11894958
AG Gara Rock Limited	England and Wales	10928119
AG Newperran Limited	England and Wales	11352316
Newquay View Resort Limited	England and Wales	08705557
Bude Holiday Resort Limited	England and Wales	08705591

## SCHEDULE 2 SECURITY ASSETS

### Part A Shares

Chargor	Relevant Company	Number and class of shares
AG Holiday Parks UK Limited	Southern Parks Limited	1 ordinary share of £1
AG Holiday Parks UK Limited	Coastal Parks Hold Limited	1 ordinary share of £1
AG Holiday Parks UK Limited	Rookley Hold Limited	1 ordinary share of £1
AG Holiday Parks UK Limited	Essential Vivendi Limited	976,000 Ordinary A shares of £1 244 Ordinary B shares of £1
AG Newquay Limited	Newquay View Resort Limited	1 ordinary share of £1
AG Newquay Limited	Bude Holiday Resort Limited	1 ordinary share of £1
Coastal Parks Hold Limited	ISV Freehold Limited	1 ordinary share of £1
Essential Vivendi Limited	Essential Vivendi Management Limited	2 ordinary shares of £1
Essential Vivendi Limited	Essential Vivendi Flixton Limited	100 ordinary shares of £1
Essential Vivendi Limited	Essential Vivendi Construction Limited	2 ordinary shares of £1
Rookley Hold Limited	Rookley Freehold Limited	1 ordinary share of £1
Southern Parks Limited	AG Newquay Limited	100 ordinary shares of £1
Southern Parks Limited	AG (Moffat) Limited	10 ordinary shares of £1
Southern Parks Limited	AG (Glendevon) Limited	10 ordinary shares of £1
Southern Parks Limited	AG Retallack Limited	10 ordinary shares of £1
Southern Parks Limited	AG Swanage Limited	10 ordinary shares of £1
Southern Parks Limited	AG Swanage Property Limited	10 ordinary shares of £1
Southern Parks Limited	AG Gara Rock Limited	1 ordinary share of £1
Southern Parks Limited	AG Newperran Limited	10 ordinary shares of £1

**Part B Bank Accounts**

Name of Chargor	Currency	Account bank	Account Number	Sort Code
Coastal Parks Hold Limited	GBP	HSBC	██████	██████
	GBP	HSBC	██████	██████
Rookley Hold Limited	GBP	HSBC	██████	██████
	GBP	Santander	██████	██████
Essential Vivendi Limited	GBP	HSBC	██████	██████
	GBP	Lloyds	██████	██████
Southern Parks Limited	GBP	HSBC	██████	██████
AG Holiday Parks UK Limited	GBP	HSBC	██████	██████
AG Newquay Limited	GBP	HSBC	██████	██████
AG (Moffat) Limited	GBP	HSBC	██████	██████
AG (Glendevon) Limited	GBP	HSBC	██████	██████
AG Retallack Limited	GBP	HSBC	██████	██████
AG Swanage Limited	GBP	HSBC	██████	██████
AG Gara Rock Limited	GBP	HSBC	██████	██████
AG Newperran Limited	GBP	HSBC	██████	██████
Newquay View Resort Limited	GBP	HSBC	██████	██████
Bude Holiday Resort Limited	GBP	HSBC	██████	██████

**CASH POOL BANK ACCOUNTS**

Name of Chargor	Currency	Account Number	Sort Code
[None as at the date of this Deed]			

### Part C Material Intra-Group Loan Agreements

Name of Chargor	Name of Counterparty	Date of Agreement	Loan Amount
<i>[None as at the date of this Deed]</i>			

## SIGNATORIES TO THE DEED OF ACCESSION

### The Company

**EXECUTED** as a **DEED** by )  
**ARTEMIS BIDCO LIMITED** )  
acting by two authorised signatories )  
 )  
 )

Signature: \_\_\_\_\_

Name: Neill Ryder

Title: Director

Signature: \_\_\_\_\_

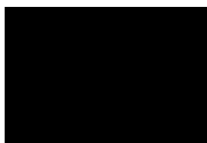
Name: Alex Rankine

Title: Director

**Security Agent**

For and on behalf of )  
**GLAS TRUST** )  
**CORPORATION LIMITED** )

By:



Name: \_\_\_\_\_  
Emma Batchelor

Title: Authorised Signatory

## Additional Chargors

**EXECUTED** as a **DEED** by )  
**COASTAL PARKS HOLD** )  
**LIMITED** )  
acting by two authorised signatories )  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**ROOKLEY HOLD LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**ESSENTIAL VIVENDI LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG HOLIDAY PARKS UK** )  
**LIMITED** )  
acting by two authorised signatories )  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**SOUTHERN PARKS LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG NEWQUAY LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG (MOFFAT) LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG (GLENDEVON) LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG RETALLACK LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG SWANAGE LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG GARA ROCK LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:


Name:


Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**AG NEWPERRAN LIMITED** )  
acting by two authorised signatories )  
)  
)

Signature:   
Name: \_\_\_\_\_ Carl Castledine  
Title: Director

Signature:   
Name: \_\_\_\_\_ Neill Ryder  
Title: Director

**EXECUTED** as a **DEED** by )  
**NEWQUAY VIEW RESORT** )  
**LIMITED** )  
acting by two authorised signatories )  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director

**EXECUTED** as a **DEED** by )  
**BUDE HOLIDAY RESORT** )  
**LIMITED** )  
acting by two authorised signatories )  
)

Signature:

Name:

Title:

Carl Castledine

Director

Signature:

Name:

Title:

Neill Ryder

Director