

# MR01

## Particulars of a charge



Companies House

138104/23



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A fee is payable with this form

Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the charge is  
instrument. Use form MR02.

WEDNESDAY



\*L6FVQ9EA\*

LD8

27/09/2017

#195

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 05935553

Company name in full MANOR PARK HOLIDAY PARK LIMITED

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 Charge creation date

Charge creation date 27/09/2017

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name BARCLAYS BANK PLC (AND ITS SUCCESSORS IN TITLE AND  
PERMITTED TRANSFEREES)

Name

Name


Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description The Real Property specified in the instrument including Leasehold interest in the property known as Manor Park Caravan Site, Manor Road, Hunstanton PE36 5AZ with title number NK467617. For more details please refer to the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X  X  This form must be signed by a person with an interest in 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. The contact information you give will be visible to searchers of the public record.

Contact name Daniel Peach

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 London / City

Telephone 020 7456 2000



**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



**Important information**

**Please note that all information on this form will appear on the public record.**



**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 5935553

Charge code: 0593 5553 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2017 and created by MANOR PARK HOLIDAY PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2017.

UIC

Given at Companies House, Cardiff on 5th October 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

SUPPLEMENTAL SECURITY DOCUMENT

dated 27 September 2017

created by

MANOR PARK HOLIDAY PARK LIMITED  
(Registered No. 05935553)

PARK RESORTS LIMITED  
(Registered No. 04133998)

PARKDEAN HOLIDAY PARKS LIMITED  
(Registered No. 04086679)

PARKDEAN PROPERTIES LIMITED  
(Registered No. 01378529)

PREMIER DAWN PROPERTIES LIMITED  
(Registered No. 03864163)

SOUTH LAKELAND PARKS LIMITED  
(Registered No. 02906868)

SOUTHVIEW LEISURE PARK LIMITED  
(Registered No. 05936854)

WESTSTAR HOLIDAYS LIMITED  
(Registered No. 02086697)

as the Chargors

in favour of

BARCLAYS BANK PLC  
acting as Security Agent

**Linklaters**

Ref: L-255458

Linklaters LLP

**Certified as a true copy of the original**  
except for redactions made in accordance  
with section 859G of the Companies Act 2006

Signed Linklaters LLP

Dated 27 September 2017

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## THE SCHEDULES

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THIS DEED is dated 27 September 2017 and made between:

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) as the chargors (the "**Chargors**"); and
- (2) BARCLAYS BANK PLC (the "**Security Agent**", as security agent and trustee for the benefit of the Secured Parties).

#### Background

- (A) This supplemental security document is supplemental to a fixed and floating charge dated 2 March 2017 between, amongst others, the Original Chargors and the Security Agent (each as defined therein), as previously supplemented by earlier Security Accession Deeds (including that dated 1 June 2017 between the Additional Chargors (as defined therein) and the Security Agent) and as scheduled in Schedule 3 (*Fixed and Floating Charge*) (the "**Fixed and Floating Charge**") (the "**Supplemental Security Document**"). This Supplemental Security Document shall take effect as a Mortgage for the purpose of the Fixed and Floating Charge.
- (B) The board of directors of each Chargor is satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members or partners as a whole and to the further benefit and advantage of that Chargor.
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed for the Secured Parties on the terms of the Secured Debt Documents.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Terms defined in the Fixed and Floating Charge, have the same meaning in this Supplemental Security Document unless given a different meaning in this Supplemental Security Document.

### 1.2 Construction

- (a) The provisions in clauses 1.1 (*Definitions*) to 1.4 (*Disposition*) of the Fixed and Floating Charge apply to this Supplemental Security Document, except that references to "this Deed and each Security Accession Deed" in the Fixed and Floating Charge shall be construed as references to this Supplemental Security Document.
- (b) The Fixed and Floating Charge and each Security Accession Deed shall remain in full force and effect as supplemented by this Supplemental Security Document.
- (c) The Fixed and Floating Charge as supplemented by each Security Accession Deed and this Supplemental Security Document shall be read together as one instrument on the basis that references in the Fixed and Floating Charge and any Security Accession Deed (as applicable) to "this Deed" will be deemed to be references to the Fixed and Floating Charge as supplemented by this Supplemental Security Document, except as otherwise set out in this Deed.

## 2. FIXED CHARGE

Each Chargor, with full title guarantee and as continuing security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the

Secured Parties) by way of first legal mortgage all estates or interests in Material Real Property now owned by it; this includes the real property (if any) specified in Schedule 2 (*Material Real Property*).

### 3. MATERIAL REAL PROPERTY

#### 3.1 Documents

Each Chargor shall (in respect of Material Real Property in which it has an interest as at the date of this Deed) either:

- (a) within 10 Business Days of the date of this Deed, deposit with the Security Agent, and the Security Agent shall be entitled to hold (until the Security created or purported to be created over that Material Real Property is released), all title deeds and documents (to the extent the applicable Chargor holds any or are held to its order) constituting or evidencing title to that Material Real Property; or
- (b) procure that its legal advisors provide an undertaking addressed to the Security Agent to hold each of the title deeds and documents constituting or evidencing title to that Material Real Property to the order of the Security Agent.

#### 3.2 Existing Material Real Property

Each Chargor shall, in respect of all Material Real Property listed in Schedule 2 of this Deed, following the date of this Deed:

- (a) promptly apply to H.M. Land Registry for first registration of that Material Real Property (where that Material Real Property is not already registered at H.M. Land Registry) and registration of that Chargor as proprietor of that Material Real Property;
- (b) promptly apply to H.M. Land Registry to register the first legal mortgage created by Clause 2 (*Fixed Charge*) of this Deed;
- (c) promptly submit to H.M. Land Registry:
  - (i) the duly completed Form RX1 requesting a restriction in the following form:

*"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 27/09/2017 in favour of Barclays Bank PLC referred to in the charges register or their conveyancer."*

(or such other form as shall be required by the Security Agent); and
  - (ii) the duly completed Form CH2 to note on the title to that Material Real Property the obligation to make further advances,

to be entered on the register of the title to that Material Real Property in respect of the Mortgage created by paragraph (a)(i) of Clause 2 (*Fixed Charges*);
- (d) promptly pay to H.M. Land Registry all appropriate registration fees in connection with the registrations referred to in Clauses 3.3(b) and 3.3(c) of this Deed; and



- (e) promptly deal with any requisitions by H.M. Land Registry relating to the registrations referred to in Clauses 3.3(b) and 3.3(c) of this Deed and keep the Security Agent informed as to the progress of any such application for registration, the nature of any such requisitions and its response,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to H.M. Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all applicable registration fees.

### **3.3 Title Information Document**

On completion of the registration of any Mortgage pursuant to this Clause 3, the relevant Chargor shall promptly supply to the Security Agent a copy of the relevant title information document issued by H.M. Land Registry or, as the case may be, certificate of registration of land charge issued by the Land Charges Registry.

### **3.4 Protection of assets**

Each Chargor shall:

- (a) repair and keep in good and substantial repair and condition all its Material Real Property which is a Charged Asset; and
- (b) keep all its Fixtures which are Charged Assets in good working order and condition.

### **3.5 Compliance with obligations**

Each Chargor shall comply in all material respects with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Material Real Property or its use, including those requiring payment of sums in respect of its Material Real Property.

### **3.6 Leases**

Each Chargor shall:

- (a) comply in all material respects with all obligations imposed on it, and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, under any lease of Material Real Property, where failure so to comply has, or is reasonably likely to have a Material Adverse Effect, save as permitted under the Secured Debt Documents;
- (b) not exercise any power to determine or extend, or accept the surrender of, any lease of Material Real Property of which it is the lessor, save as permitted under the Secured Debt Documents; and
- (c) not exercise any of the powers of leasing or agreeing to lease any Material Real Property vested in or conferred on mortgagors by the general law save as permitted under the Secured Debt Documents,

where, in each case, failure to comply or the exercise of such power (as applicable) has, or is reasonably likely to have, a Material Adverse Effect.

No Chargor shall be required to give notice of the charge created over any Material Real Property to a lessee until the occurrence of an Enforcement Event.

**3.7 Notices**

Following the occurrence of an Enforcement Event, if the Security Agent so requests, each Chargor shall produce to the Security Agent within seven days of receipt by it a copy of every material communication made in connection with any of its Material Real Property and comply with the reasonable instructions of the Security Agent in relation to any such communication.

**4. REPRESENTATIONS**

Each of the Chargors represents and warrants to the Security Agent that the assets listed in Schedule 2 (*Material Real Property*) in respect of that Chargor are all the Material Real Property in which it has an interest.

**5. DESIGNATION**

In accordance with the Fixed and Floating Charge, each of the Security Agent and the Parent designate this Supplemental Security Document as a Secured Debt Document.

**6. INCORPORATION**

- (a) The Fixed and Floating Charge shall be read together with this Supplemental Security Document.
- (b) The terms of the Fixed and Floating Charge (other than clauses 3 (*Fixed Charges*), 4 (*Floating Charge*), 5 (*Assignment*), 8 (*Real Property*), 9 (*Book Debts*), 10 (*Bank Accounts*), 11 (*Investments*), 12 (*Shares*), 13 (*Assignment Agreements*), 14 (*Intellectual Property*), 15 (*Insurance*), 16 (*Plant and Machinery*), 17 (*PSC Register*), and 18(a) (*Representations and Warranties*)) are deemed to be incorporated into this Supplemental Security Document as if set out in full in this Deed (with all necessary modifications).

**7. COUNTERPARTS**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Delivery of a counterpart of this deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**8. GOVERNING LAW**

This Deed (and any dispute, controversy, proceedings or claims of whatever natures arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

This Deed has been delivered on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**THE CHARGORS**

<b>Chargor</b>	<b>Jurisdiction</b>	<b>Registration number (or equivalent, if any)</b>
Manor Park Holiday Park Limited	England & Wales 	05935553
Park Resorts Limited	England & Wales	04133998
Parkdean Holiday Parks Limited	England & Wales	04086679
Parkdean Properties Limited	England & Wales	01378529
Premier Dawn Properties Limited	England & Wales	03864163
South Lakeland Parks Limited	England & Wales	02906868
Southview Leisure Park Limited	England & Wales	05936854
Weststar Holidays Limited	England & Wales	02086697

**SCHEDULE 2**  
**MATERIAL REAL PROPERTY**

<b>Chargor</b>	<b>Park Description</b>	<b>Property Title Number</b>	<b>Address of Property</b>	<b>Interest</b>
Park Resorts Limited	Ty Mawr	Freehold: WA870685  Leasehold: Title number to be assigned by H.M. Land Registry	Ty Mawr Holiday Park, Towyn Road, Towyn, Abergele, Conwy, LL22 9HG	Leasehold
Park Resorts Limited	Camber Sands	Leasehold: ESX381893	Camber Sands Holiday Park, New Lydd Road	Leasehold
Park Resorts Limited	Camber Sands	Leasehold: Title number to be assigned by H.M. Land Registry  Freehold: ESX219184	Camber, Rye, East Sussex, TN31 7RT	Leasehold
Park Resorts Limited	Highfield Grange	Leasehold: Title number to be assigned by H.M. Land Registry  Freehold: EX548124, EX548133, EX654969	Highfield Holiday Park, London Road, Clacton-On-Sea, Essex, CO16 9QY	Leasehold
Park Resorts Limited	Valley Farm	Leasehold: EX952762	Valley Farm Holiday Park, Valley Road, Clacton-on-Sea, Essex, CO15 6LY	Leasehold
Park Resorts Limited	Coopers Beach	Freehold: EX447424  Freehold: EX420263	Coopers Beach Holiday Park, Church Lane, Mersea Island, Colchester, Essex, CO5 8TJ	Freehold

Park Resorts Limited	California Cliffs	Leasehold: NK470102	California Cliffs Holiday Park, Rottenstone Lane, Scratby, Great Yarmouth, Norfolk, NR29 3QU	Leasehold
Park Resorts Limited	Cayton Bay	Leasehold: NYK442967	Cayton Bay Holiday Park, Mill Lane, Cayton Bay, Scarborough, North Yorkshire, YO11 3NJ	Leasehold
Park Resorts Limited	Skipsea Sands	Freehold: HS143362, HS58387	Skipsea Sands Holiday Park, Mill Lane, Skipsea, Driffield, North Humberside, YO25 8TZ	Freehold
South Lakeland Parks Limited	White Cross Bay	Leasehold: CU301051, CU258992	White Cross Bay Leisure Park & Marina Ambleside Road Windermere Cumbria LA23 1LF	Leasehold
Manor Park Holiday Park Limited	Manor Park	Leasehold: NK467617	Manor Park Caravan Site, Manor Road, Hunstanton PE36 5AZ	Leasehold
Southview Leisure Park Limited	South View	Leasehold: LL373155, LL374551	South View Leisure Park, Burgh Road, Skegness, Lincolnshire, PE25 2LA	Leasehold
Weststar Holidays Limited	Sandford Holiday Park	Freehold: DT224572, DT222636	Holton Heath, Dorset, BH16 6JZ	Freehold
Parkdean Holiday Parks Limited	Ruda Holiday Park	Freehold: DN320392, DN368410,	Moor Lane, Croyde Bay, Devon	Freehold

		DN363165, DN280052, DN355150		
Premier Dawn Properties Limited	Trecco Bay Holiday Park	Leasehold: Title number to be assigned by H.M. Land Registry  Leasehold: WA937222, WA937223, WA937228  Freehold: WA661737, WA661830	5, 6, 7, 8 Bay View Road and two plots of land to the south of New Road, Porthcawl	Leasehold
Parkdean Properties Limited	Warmwell Leisure Resort	Leasehold: Title number to be assigned by H.M. Land Registry  Freehold: DT214387, DT176740	Warmwell, Dorchester DT2 8JE	Leasehold
Parkdean Holiday Parks Limited	White Acres Holiday Park	Freehold: CL28716 CL109940 CL118755 CL128176 CL34723 CL70124 CL28717 CL147107 CL40787 CL92282 CL159957 CL167587 CL198026 CL201565 CL218379	White Cross, Newquay TR8 4LW	Freehold