



Registration of a Charge

Company name: **DOME PROPCO LIMITED**

Company number: **06061727**



X45QQM00

Received for Electronic Filing: **20/04/2015**

Details of Charge

Date of creation: **14/04/2015**

Charge code: **0606 1727 0013**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD INTEREST IN SUMMERFIELDS HOLIDAY PARK, BEACH ROAD, SCRATBY - TITLE NUMBER: NK71690; FREEHOLD INTEREST IN BEVERLY CHALET PARK, BEACH ROAD, SCRATBY - TITLE NUMBER: NK337153.**

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: 6061727

Charge code: 0606 1727 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2015 and created by DOME PROPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2015 .

Given at Companies House, Cardiff on 21st April 2015

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

The companies listed in Schedule 1

and

HSBC Corporate Trustee Company (UK) Limited

as Security Agent

relating to freehold land and buildings known as Summerfields Holiday Park and Beverley Chalet Park and registered under title number NK71690 and NK337153 at the Land Registry and leasehold land granted out of the same

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

14 April 2015

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THIS DEED is made on 14 April 2015

BETWEEN:

- (1) **THE COMPANIES** listed in schedule 1 (the "**Charging Companies**"); and
- (2) **HSBC Corporate Trustee Company (UK) Limited** 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 6 October 2009 (the "**Original Debenture**") between, amongst others, the Charging Companies and the Security Agent.
- (B) On or around 22 July 2013 the role of the Security Agent was transferred from Bank of Scotland PLC (the "**Previous Facility Agent**") to HSBC Corporate Trustee Company (UK) Limited and all the interest, in and all its rights and entitlements under the Original Debenture have been transferred from the Previous Facility Agent to the Security Agent.
- (C) The Charging Companies have acquired the property specified in the schedule 2 to this deed (the "**Property**") and are required to enter into this deed by clause 5 (Further Assurance) of the Original Debenture.
- (D) 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 Charging Companies, as security for the payment of the Indebtedness, 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 Charging Companies confirms that, by the terms of the Original Debenture:
 - (a) it has charged in favour of the Security Agent by way of fixed charge:
 - (i) all other interests (not charged under clause 2.1) 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;
 - (ii) the benefit of all consents and agreements held by it in connection with the use of any of its assets; and

- (b) it has assigned all of its rights, title and interest in the Assigned Agreements and any Rental Income.
- (c) each of the lease of land and buildings at Summerfields Holiday Park, Beach Road, Scratby and Beverley Chalet Park, Beach Road, Scratby, Great Yarmouth entered into between Dome Propco Limited as landlord and Park Resorts Limited as tenant and the agreement in relation to the sale and purchase of the business, assets and properties of Summerfields Holiday Park entered into between Richardsons Leisure Limited and the Charging Companies, on the date of this deed have been designated as an Assigned Agreement.

3. **INCORPORATION**

- 3.1 The provisions of clauses 4 (Continuing Security) to clause 24 (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 Charging Company" shall be deemed to be references to the Charging Companies.
- 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 Charging Companies 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 HSBC Corporate Trustee Company (UK) Limited (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 (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- 4.3 The Charging Companies certifies that the security created by this deed does not contravene any of the provisions of its articles of association or equivalent documents of incorporation.

5. **CONTINUATION**

- 5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original 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 Indebtedness.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Charging Companies may:

- (a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the 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 the Charged Property,

except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent.

7. **SENIOR FINANCE DOCUMENT**

This document is hereby designated as a Senior Finance Document.

8. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) 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) (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

Charging Companies

Name	Registered Number
Park Resorts Limited	4133998
Dome Propco Limited	06061727

SCHEDULE 2

The Property

Freehold:

No	Property	Address	Title Numbers	Charging Company	Freehold/Leasehold
1	Summerfields Holiday Park,	Summerfields Holiday Park, Beach Road, Scratby	NK71690	Dome Propco Limited	Freehold Title Absolute
2	Beverly Chalet Park,)	Beverly Chalet Park, Beach Road, Scratby, Great Yarmouth (NR29 3NW)	NK337153	Dome Propco Limited	Freehold Title Absolute

Leasehold:

A lease between Dome Propco Limited (as Landlord) and Park Resorts Limited (as Tenant) of Summerfields Holiday Park, Beach Road, Scratby and Beverly Chalet Park, Beach Road, Scratby, Great Yarmouth (NR29 3NW) for a term commencing on the date of this Deed and expiring on 20 March 2037.

SIGNATORIES

Executed as a deed by **DOM PROPCO**)
LIMITED:)
)
)

Signature of director

Name of director

ALAN CASTLEDINE.

Signature of witness

Name of witness

H. MARSDEN

Address of witness

Occupation of witness

Notice Details

Address: 3 Bunhill Row, London, EC1Y 8YZ

Facsimile: + 44 (0)20 7423 8001

Attention: Tim Nye

Executed as a deed by **PARK RESORTS**)
LIMITED:)
)
)

Signature of director

Name of director

ALAN CASTLEDINE.

Signature of witness

Name of witness

H. MARSDEN

Address of witness

Occupation of witness

Notice Details

Address: 3 Bunhill Row, London, EC1Y 8YZ

Facsimile: + 44 (0)20 7423 8001

Attention: Tim Nye

Security Agent

Signed for and on behalf of HSBC
CORPORATE TRUSTEE COMPANY
(UK) LIMITED:

)
)
)
)
Name:

L. Wilson

Notice Details

Address: 8 Canada Square
Level 27
London E14 SHQ

Facsimile: +44 (0)20 7991 4350
Attention: CTLA Trustee Services Administration