

MR01

Particulars of a charge

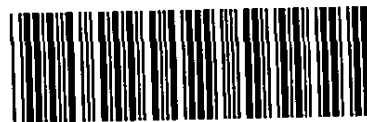
Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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
instrument Use form MR02



FF WEDNESDAY

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

RCS 02/12/2015 #6
COMPANIES HOUSE
SCT 27/11/2015 #97
COMPANIES HOUSE

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 ☒ 0 6 0 6 1 7 1 7

Company name in full Dome Propco Limited

15 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 d 2 d 4 m 1 m 1 y 2 y 0 y 1 y 5

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 The Royal Bank of Scotland plc as security agent

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

MR01

Particulars of a charge

4

Brief description

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

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

Brief description

✓ ALL and WHOLE the subjects known as and forming Sandylands Caravan Park, Saltcoats KA21 5JN, registered in the Land Register of Scotland under Title Number AYR44073

5

Other charge or fixed security

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

☐ Yes

✓ ☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

✓ ☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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

✓ ☒ Yes

☐ No

8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X
for and on behalf of Burness Paull LLP

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



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 VICTORIA MARSDEN

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

Country/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROFORMA

Company Number	06061727
Company Name	DOME PROPCO LIMITED
Contact Name/ Organisation	GARY GRAY, BURNES PAULL LLP
Address	50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☒ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge

- ☐ ~~Date~~ that property or undertaking was acquired
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- ~~The~~ following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10

Particulars of the ~~Charge~~ to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

The correct company number is 06061727



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6061727

Charge code: 0606 1727 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2015 and created by DOME PROPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2015.

Dx

Given at Companies House, Cardiff on 2nd December 2015



Companies House



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

Certified a true copy

Edinburgh 26/11/15

James
for and on behalf of Burness Paull LLP

Burness Paull

DOME PROPCO LIMITED
as Chargor

and

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent for the Secured Parties

STANDARD SECURITY
in respect of subjects at Sandylands Caravan Park, Saltcoats

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This STANDARD SECURITY is delivered on 13 November 2015

by

- (1) **DOME PROPCO LIMITED**, a company incorporated in England and Wales under the Companies Acts with registered number 06061727 and having its registered office formerly at Sceptre Court, 40 Tower Hill, London EC3N 4DX and now at 3 Bunhill Row, London, EC1Y 8YZ (the "Chargor")

in favour of

- (2) **THE ROYAL BANK OF SCOTLAND PLC**, a company incorporated in Scotland under the Companies Acts with registered number SC090312 and having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB as trustee and security agent for the Secured Parties (as such term is defined in the Intercreditor Agreement referred to below) (the "Security Agent"), which expression includes its successors and assignees

CONSIDERING THAT

- (i) the Chargor is entering into this Standard Security in connection with the Finance Documents (as such term is defined in the Senior Facilities Agreement (as defined below)),
- (ii) the board of directors of the Chargor is satisfied that entering into this Standard Security would be most likely to promote the success of the Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor; and
- (iii) the Security Agent holds the benefit of this Standard Security on trust for the Secured Parties on the terms of the Finance Documents.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Standard Security unless a contrary indication appears, (i) terms used in the Senior Facilities Agreement and/or the Intercreditor Agreement shall have the same meaning and construction when used in this Standard Security, and (ii) words and expressions which are defined in the 1970 Act or in the Standard Conditions (as in each case amended by the Senior Facilities Agreement and/or the Intercreditor Agreement) shall be deemed to be so defined for the purposes of this Standard Security and each and every provision of this Standard Security shall be separately given the fullest effect permitted by law

- 1.2 In addition, the following words and expressions shall have the following meanings -

"1970 Act" means The Conveyancing and Feudal Reform (Scotland) Act 1970 as amended,

"Delegate" means a delegate or sub-delegate appointed under Clause 8 (*Delegation*)

"Intercreditor Agreement" has the meaning given to it in the Senior Facilities Agreement,

"Secured Liabilities" means, in relation to the Chargor, all the Secured Obligations (as defined in the Intercreditor Agreement) and which, for the avoidance of doubt, include any Liabilities (as defined in the Intercreditor Agreement) incurred pursuant to any Facility D established pursuant to clause 2.2 (*Facility D*) of the Senior Facilities Agreement,

"Secured Parties" has the meaning given to it in the Intercreditor Agreement,

"Security Subjects" means ALL and WHOLE the subjects known as and forming Sandylands Caravan Park Saltcoats KA21 5JN, registered in the Land Register of Scotland under Title Number AYR44073,

"Senior Facilities Agreement" means the senior facilities agreement dated 29 August 2015 and made between (amongst others) Compass Midco Limited as the Parent, Compass Holdco 2 Limited as the Company, Compass Bidco Limited as Bidco, the Original Borrowers named therein, the Original Guarantors named therein, the Arranger named therein, the Original Lenders named therein, the Facility Agent named therein and the Security Agent;

"Standard Conditions" means the Standard Conditions specified in Schedule 3 to the 1970 Act and Standard Condition means such of them as the context shall require or permit,

"Standard Security" means this standard security, as from time to time amended, restated, supplemented, novated, varied and or replaced and any document made pursuant or supplemental hereto, and

"Winding-up" means the winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction

1.3 Construction

1.3.1 In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Senior Facilities Agreement and/or the Intercreditor Agreement are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated *mutatis mutandis* but so that each reference therein to the

Charged Assets shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified herein

- 1 3 2 Unless a contrary indication appears, any reference in this Standard Security to a "**Finance Document**" or any other agreement or standard security is a reference to that Finance Document or other agreement or standard security as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or standard security
- 1 3 3 In construing this Standard Security, the provisions in clause 1 2 (*Construction*) of the Senior Facilities Agreement apply to this Standard Security with all necessary changes.
- 1 3 4 "continuing" in relation to a Declared Default means that the relevant Declared Default has occurred and the underlying notice of acceleration has not been withdrawn by the Facility Agent
- 1 3 5 If the Security Agent considers that any amount paid or credited to any Secured Party under any Finance Document is capable of being avoided or otherwise set aside on the Winding-up of the Chargor or any other person or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid

1 4 Conflict

- 1 4 1 This Standard Security shall be subject to the terms of the Senior Facilities Agreement and the Intercreditor Agreement. If and to the extent any provision of this Standard Security (other than Clause 11 (*Governing law and Jurisdiction*)) is inconsistent with the provisions of.
- (a) the Senior Facilities Agreement, then (to the extent permitted by law) the Senior Facilities Agreement shall prevail, or
 - (b) the Intercreditor Agreement, then (to the extent permitted by law) the Intercreditor Agreement shall prevail
- 1 4 2 If and to the extent any provision of this Standard Security is inconsistent with the provisions of any Transaction Security Document (other than the Senior Facilities Agreement and/or the Intercreditor Agreement), then (to the extent permitted by law) the terms of this Standard Security shall prevail

2 PERSONAL BOND

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due in accordance with the terms of the relevant Finance Document or, if they do not specify a time for payment, within 3 Business Days of demand by the Security Agent.

3 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Security Agent over the Security Subjects

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that -

- 4.1 the Chargor shall not create or permit to subsist any Security or Quasi Security over the Security Subjects, nor do anything else prohibited by clause 25.13 (*Negative pledge*) of the Senior Facilities Agreement, except as permitted under the terms of the Senior Facilities Agreement or the Intercreditor Agreement, and
- 4.2 the Chargor agrees that (1) no provision of Standard Conditions 1 to 7 (inclusive) or Standard Condition 12 shall apply to this Standard Security to the extent that such provision is not expressly specified in the Senior Facilities Agreement or the Intercreditor Agreement, (2) for the purposes of Standard Condition 9, the debtor shall in addition be held to be in default if and for so long as a Declared Default occurs and is continuing, and (3) wherever and to the extent that Standard Conditions 1 to 7 (inclusive) and / or Standard Condition 12 are inconsistent with the terms of the Senior Facilities Agreement or the Intercreditor Agreement, the terms of the Senior Facilities Agreement or the Intercreditor Agreement (as applicable) shall prevail and to such extent Standard Conditions 1 to 7 (inclusive) and / or Standard Condition 12 shall be varied by the terms of the Senior Facilities Agreement or the Intercreditor Agreement (as applicable).

5 ENFORCEMENT

Upon and at any time after the occurrence of a Declared Default which is continuing the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions

6 CONTINUATION OF ACCOUNTS

6.1 At any time after:

- 6.1.1 the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Security Subjects or any part thereof, or
- 6.1.2 the presentation of a petition, the passing of a resolution or any other step is taken in relation to the Winding-up of the Chargor,

any Secured Party may open a new account in the name of the Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Chargor is party.

7 APPLICATION OF ENFORCEMENT PROCEEDS

7.1 All monies received by the Security Agent, any Receiver or any Delegate under or by virtue of this Standard Security following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall, subject to the rights of any creditors having priority by statute, be applied in accordance with clause 19.1 (*Order of Application*) of the Intercreditor Agreement.

7.2 Until all the Secured Liabilities have been irrevocably paid in full and all facilities which might give rise to Secured Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may

7.2.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and

7.2.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Standard Security.

8 DELEGATION

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

9 LIABILITY OF SECURITY AGENT AND DELEGATES

- 9.1 Neither the Security Agent nor any Delegate shall (either by reason of taking possession of the Security Subjects or for any other reason and whether as heritable creditor in possession or otherwise) be liable to the Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of the Security Subjects or from any act, default, omission or misconduct of the Security Agent or any Delegate or their respective officers, employees or duly appointed agents in relation to the Security Subjects or in connection with the Finance Documents except to the extent caused by its or his own gross negligence, fraud or wilful misconduct.
- 9.2 The Security Agent shall not be liable for any losses, involuntary or otherwise, which arise in the exercise by the Security Agent of its powers under this Standard Security other than where such loss arises as a consequence of the Security Agent's gross negligence, fraud or wilful misconduct.

10 NOTICES

All notices, requests, demands and other communications to be given under this Standard Security shall be given and/or be deemed to be given in the same manner as notices to be given under the Senior Facilities Agreement and the terms of clause 35 (*Notices*) of the Senior Facilities Agreement shall apply *mutatis mutandis* to this Standard Security as though that clause were set out in full in this Standard Security

11 GOVERNING LAW AND JURISDICTION

This Standard Security shall be governed by, and construed in all respects in accordance with, the laws of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction

12 **WARRANTICE AND CONSENT TO REGISTRATION**

12.1 The Chargor hereby grants warrantice but excepting therefrom the Lease between Dome Propco Limited and Park Resorts Limited registered in Land Register on 2 May 2007 under title number AYR77341

12.2 The Chargor hereby consents to the registration of this Standard Security for preservation IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are executed in counterpart as follows and DELIVERED when the date of delivery is agreed between the parties as evidenced by the date at the start of this Standard Security -


THE CHARGOR

SUBSCRIBED for and on behalf of
the said DOME PROPCO LIMITED

at LONDON


on 11 NOVEMBER 2015

by NIGEL DAVID BREWSTER
Print Full Name


Director

before this witness

VEVAIKE SUN
Print Full Name


Witness

Address
10 UPPER BANK ST
E14 5JJ

THE SECURITY AGENT

SUBSCRIBED for and on behalf of
the said THE ROYAL BANK OF
SCOTLAND PLC

at London


on 13/11/15

by Manuel Caseiro
Print Full Name

before this witness
BERNARD LUNG
Print Full Name

Address

Linklaters LLP
One Silk Street
London EC2Y 8HQ


Authorised Signatory


Witness