

MR01

Particulars of a charge

565849/13

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 there
is an instrument. Use form MR08

SATURDAY



SCT 14/03/2015 #5
COMPANIES HOUSE

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.

☒ 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 8 1 2 7 5 6 2 /

Company name in full Turnberry Holiday Park Limited

5 For official use

→ **Filing 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 1 d 0 m 0 m 3 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 Ares Management Limited /

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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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

Brief description

ALL and WHOLE the subjects known as and forming Turnberry Holiday Park, Girvan, KA26 9JW and being the whole subjects registered in the Land Register of Scotland under Title Numbers AYR74818 and AYR95296

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

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


for and on behalf of Burness Paull LLP

X

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 **GEMMA MCFADYEN**

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 6907**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 8127562

Charge code: 0812 7562 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2015 and created by TURNBERRY HOLIDAY PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2015

DX

Given at Companies House, Cardiff on 20th March 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Burness Paull

TURNBERRY HOLIDAY PARK LIMITED
as Chargor

and

ARES MANAGEMENT LIMITED
as Security Agent

STANDARD SECURITY
in respect of subjects at Turnberry Holiday Park, Girvan

Certified a true copy
Glasgow 11/3/15

E. Hamilton SOLICITOR
ELIZABETH HAMILTON
BURNES PAULL LLP
120 BOTHWELL STREET
GLASGOW
G2 7JL
- NO 0141 2-8 4933

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INSTRUMENT

by

- (1) **TURNBERRY HOLIDAY PARK LIMITED**, a company incorporated under the Companies Acts with registered number 08127562 and having its registered office at Sand Le Mere, Southfield Lane, Tunstall, Hull HU12 0JN (the “Chargor”)

in favour of

- (2) **ARES MANAGEMENT LIMITED**, a company incorporated under the Companies Acts with registered number 05837428 and having its registered office at 5th Floor, 6 St Andrew Street, London, EC4A 3AE as Security Agent for the Secured Parties (the “Security Agent”)

CONSIDERING THAT:-

The Chargor is entering into this Instrument in connection with the Finance Documents

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

“**Declared Default**” means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26 18 (*Acceleration*) of the Facilities Agreement;

“**Facilities Agreement**” means the facilities agreement dated 19 January 2015 and made between (amongst others) Peanut Midco Limited as Parent, Peanut Bidco Limited as Company and Ares Management Limited as Agent and Security Agent;

“**Secured Liabilities**” means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor to any Secured Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

“**Secured Parties**” has the meaning given to it in the Facilities Agreement; and

“**Security Subjects**” means ALL and WHOLE the subjects known as and forming Turnberry Holiday Park, Girvan, KA26 9JW and being the whole subjects registered in the Land Register of Scotland under Title Numbers AYR74818 and AYR95296 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four)

the whole rights common, mutual and exclusive effecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

1 2 Construction

1.2.1 Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 Unless otherwise provided in this Instrument, the provisions of clause 1 2 (*Construction*) of the Facilities Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facilities Agreement are to be construed as references to this Instrument.

1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.

1 2 4 If the Security Agent considers that an amount paid to it or any Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument

2 BOND

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will on demand pay and discharge all the Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due and payable in accordance with the terms of, and in the manner provided for in, the Finance Documents

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 agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Agent,

- 4.2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value; and
- 4.3 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facilities Agreement
- 4.4 the restriction on letting or agreeing to let the Security Subjects without the Security Agent's prior written consent contained in Standard Condition 6 shall not extend to the granting and termination of pitching licences over part or parts of the Security Subjects granted in the ordinary course of the Chargor's business.

5 ENFORCEMENT

Upon the occurrence of a Declared Default.-

- 5.1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and
- 5.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects

6 NOTICE OF SUBSEQUENT CHARGE

If the Security Agent or any other Secured Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Agent and each other Secured Party may open a new account or accounts in the name of the Chargor and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the Chargor as from the time of receipt of such notice by the Security Agent all payments made by the Chargor to the Security Agent in the absence of any express appropriation by the Chargor to the contrary shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities

7 APPLICATION OF ENFORCEMENT PROCEEDS

- 7.1 All monies received by the Security Agent under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors

ranking in priority to or *pari passu* with the claims of the Security Agent under this Instrument, in the following order -

7.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Security Agent shall in its absolute discretion decide, and

7.1.2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto

7.2 Nothing contained in this Instrument shall limit the right of the Security Agent (and the Chargor acknowledges that the Security Agent is so entitled) if and for so long as the Security Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

8 ASSIGNATION BY THE SECURITY AGENT

The Security Agent may at any time and without the consent of the Chargor assign and transfer all of its rights and obligations under this Instrument to any person to which it can transfer its rights in accordance with the terms of the Intercreditor Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Security Agent.

9 EXPENSES AND INDEMNITY

Expenses and indemnities shall be paid in accordance with clause 18.4 (*Indemnity to the Security Agent*) and clause 20 (*Costs and expenses*) of the Facilities Agreement

10 NOTICES

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

11 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law 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.

12 2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages are executed as follows.-

THE CHARGOR

SUBSCRIBED for and on behalf of
the said

**TURNBERRY HOLIDAY PARK
LIMITED**

at MILTON KEYNES

on 3rd MARCH 2015

by SIMON J ELLIOTT

Print Full Name

Simon J Elliott

Director

before this witness

BENJAMIN ASHBY

Print Full Name

[Signature]

Witness

Address

30 BARKSTONE CLOSE

EMERSON VALLEY

MILTON KEYNES

MK4 2AT