



Registration of a Charge

Company Name: **WATERSIDE COUNTRY PARK LIMITED**

Company Number: **10824413**



Received for filing in Electronic Format on the: **02/05/2023**

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Details of Charge

Date of creation: **28/04/2023**

Charge code: **1082 4413 0006**

Persons entitled: **SINES PARKS HOLDINGS LIMITED**

Brief description: **DEBENTURE**

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FAHRI LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10824413

Charge code: 1082 4413 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2023 and created by WATERSIDE COUNTRY PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2023 .

Given at Companies House, Cardiff on 3rd May 2023

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**

28th day of APRIL 2023

DEBENTURE

WATERSIDE COUNTRY PARK LIMITED

and

SINES PARKS HOLDINGS LIMITED

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DATE: 28th day of April 2023

PARTIES:

1. **WATERSIDE COUNTRY PARK LIMITED** incorporated and registered in England and Wales with company number 11369349 whose registered office is at Royale House 1550 Parkway, Whitely, Fareham, Hampshire, England, PO15 7AG as guarantor and indemnifier (**Chargor**).
2. **SINES PARKS HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 08320138 whose registered office is at 166 College Road, Harrow, Middlesex HA1 1RA (**Lender**).

Preliminary

1. Interpretation

The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Covenant to pay

- 2.1 The Chargor covenants with the Lender that the Chargor will on demand pay to the Lender all the Secured Liabilities.
- 2.2 The Chargor will pay to the Lender interest on the Secured Liabilities at the rate(s) applicable under the Financing Documents giving rise to the relevant Secured Liabilities or, if no such rate(s) are specified, at the Default Rate.
- 2.3 Interest payable on the Secured Liabilities will accrue on a daily basis and be calculated both before and after demand or judgment or the liquidation of the Chargor and be compounded according to agreement or, in the absence of agreement, monthly on such days as the Lender may select.

3. Security

- 3.1 By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee and free from all Security Interests, mortgages, charges, assigns and agrees to assign in favour of the Lender:
 - 3.1.1 by way of legal mortgage, all its estate or interest in the Property;
 - 3.1.2 by way of fixed charge all estates or interests in any freehold and leasehold property and its proceeds of sale now and in the future vested in or charged to the Chargor, other than the property charged under clause 3.1.1;
 - 3.1.3 by way of fixed charge all the plant, machinery and fixtures and fittings of the Chargor, present and future;

- 3.1.4 by way of fixed charge all furniture, furnishings, equipment, tools, vehicles and other movable property of the Chargor, present and future, not forming part of its stock in trade or work in progress;
- 3.1.5 by way of fixed charge all the goodwill and uncalled capital of the Chargor, present and future;
- 3.1.6 by way of fixed charge the Securities and Derivative Assets;
- 3.1.7 by way of fixed charge all Intellectual Property Rights, rights at law and claims of the Chargor, present and future, and the proceeds of any insurance from time to time affecting the Charged Assets;
- 3.1.8 by way of fixed charge the benefit of any interest rate swap or other agreement with the Lender or any third party for protecting or hedging the Chargor's liability to pay interest to the Lender at any time;
- 3.1.9 by way of fixed charge all book debts and other debts and all associated rights and benefits of the Chargor, present and future, and the proceeds of payment or realisation of each of them;
- 3.1.10 by way of fixed charge all funds standing to the credit of the Chargor from time to time on any account with the Lender or any bank or other financial institution or organisation;
- 3.1.11 by way of fixed charge the benefit of all contracts appointments warranties and other documents to which the Chargor is a party relating to any development of the Property or other freehold or leasehold property and all rights and claims under or associated with them; and
- 3.1.12 by way of floating charge all the undertaking and all property, assets and rights of the Chargor, present and future, not subject to or effectively charged by way of a fixed charge under this agreement.

- 3.2 Paragraph 14 of schedule B1 to IA 1986 applies to the floating charge created by clause 3.1.12.

4. Conversion of floating charge

- 4.1 The Lender may at any time, by notice to the Chargor, convert the floating charge created by clause 3.1.12 into a fixed charge as regards all or any of the Charged Assets specified in the notice if:
 - 4.1.1 the Lender considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Assets or the priority of those charges; or
 - 4.1.2 a Default Event occurs.

4.2 The floating charge created by clause 3.1.12 will, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it if:

4.2.1 the Chargor creates or attempts to create any Security Interest over those Charged Assets;

4.2.2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets; or

4.2.3 the Chargor ceases to carry on business as a going concern.

4.3 Notwithstanding the provisions of clauses 4.1 and 4.2 the floating charge created by clause 3.1.12 will not be capable of conversion into a fixed charge solely as a result of:

4.3.1 the Chargor obtaining a moratorium under IA 1986; or

4.3.2 Anything done by or on behalf of the Chargor for the purpose of obtaining such a moratorium.

5. Restrictions

The Chargor must not without the previous written consent of the Lender (such consent not to be unreasonably withheld):

5.1 create or permit to arise any Security Interest on all or any of the Charged Assets, except a lien arising by the operation of law in the ordinary course of business;

5.2 sell or otherwise dispose of all or any of those Charged Assets which are charged under clauses 3.1.1 to 3.1.11 inclusive;

5.3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and, in particular, the Chargor must not realise its book debts and other debts by means of block discounting, factoring or any other similar arrangement;

5.4 sell or otherwise dispose of all or any of the Charged Assets charged under clause 3.1.12 except in the ordinary course of business;

5.5 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Assets.

5.6 cause or permit to be done anything which may, in the reasonable opinion of the Lender, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets.

6. Representation and warranties

6.1 The Chargor represents and warrants to the Lender that:

- 6.1.1 it is duly incorporated and validly existing and in good standing under the laws of England and Wales, has appropriate power and authority to own its property and assets and carry on its business as presently conducted;
- 6.1.2 it is absolutely, solely and beneficially entitled to all the Charged Assets as at the date of this agreement;
- 6.1.3 it has not disposed of or agreed to dispose of the benefit of any of its right, title and interest in and to the Charged Assets;
- 6.1.4 it has power to execute, deliver and perform its obligations under this agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this agreement;
- 6.1.5 no permit, licence, approval or authorisation of any government or other authority or third party is required by it in connection with the execution, performance, validity or enforceability of this agreement;
- 6.1.6 the obligations imposed on it under this agreement constitute legal, valid and binding obligations;
- 6.1.7 the entry into and performance of the terms and conditions of this agreement do not and will not contravene or conflict with its memorandum and articles of association, any statute, regulation or other law binding on it or any of its assets, or any agreement or document to which it is a party or which is binding on it or any of its assets;
- 6.1.8 it is not nor, with the giving of notice, lapse of time or satisfaction of any other condition, would be in breach of or in default under any agreement or document to which it is a party, or by which it or any part of its assets may be bound, which in the opinion of the Lender is likely to have a material adverse effect on the business, assets or financial condition of the Chargor or on its ability to perform fully its obligations under this agreement;
- 6.1.9 no litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of its officers, threatened against the Chargor or any part of its undertaking, assets or revenues which in the opinion of the Lender is likely to have a material adverse effect on the business, assets or financial condition of the Chargor or on its ability to perform fully its obligations under this agreement;
- 6.1.10 no charges or other encumbrances in the nature of a Security Interest exist on the Charged Assets other than any charges or encumbrances in favour of the Lender, liens arising by operation of law and hire purchase, leasing and credit sale agreements relating to motor

vehicles and plant, equipment and fixtures and fittings owned or used by the Chargor;

6.1.11 all of the written information supplied by or on behalf of the Chargor to the Lender is true, complete and not misleading;

6.1.12 it holds and/or is in compliance with all registrations, licences, permits, consents or other authorisations and all applicable laws and regulations, including environmental laws and regulations, necessary for or required for the conduct of its business; and

6.1.13 it is in compliance with all the terms and conditions of this agreement.

6.2 The representations and warranties in clause 6.1 are continuing representations and warranties and will be deemed to be repeated on each day by reference to the then existing circumstances, until all the Secured Liabilities have been repaid or discharged in full.

7. General undertakings

7.1 The undertakings set out in this agreement will remain in force until all the Secured Liabilities have been repaid or discharged in full.;

7.2 The Chargor will:

7.2.1 comply with all requirements of any authority and any legal obligations relating to the Charged Assets;

7.2.2 supply the Lender with such financial statements and other information and documents relating to the Charged Assets as the Lender may require;

7.2.3 keep all tangible Charged Assets in good and substantial repair and condition;

7.2.4 where it is uneconomic to repair any of the Charged Assets, replace it by another similar asset of equal or greater quality and value;

7.2.5 comply with any restrictive and other covenants affecting any of the Charged Assets, and where a Charged Asset is subject to a lease or tenancy agreement, the Chargor will enforce the performance of the lessee's obligations and will not agree to any material waiver or variation of the terms of that lease or tenancy agreement; and

7.2.6 punctually pay all rents, rates, taxes and other outgoings in respect of the Charged Assets.

8. Insurance

8.1 The Chargor must:

- 8.1.1 insure and keep insured the Charged Assets with reputable insurers in such a manner as is reasonable for a company engaged in a similar business to the Chargor;
- 8.1.2 ensure that the interest of the Lender is noted on all policies of Insurance in such a form as the Lender may require;
- 8.1.3 punctually make all premium and other payments necessary for maintaining the Insurance;
- 8.1.4 supply to the Lender, on request, copies of all policies and all receipts for premiums relating to the Insurance; and
- 8.1.5 immediately give notice to the Lender of any occurrence which gives rise or might give rise to a claim under the Insurance and, except with the prior written consent of the Lender, the Chargor must not agree to settlement of such a claim.

- 8.2 Any payments received under any Insurance will be deemed to be part of the Charged Assets and the Chargor will apply such payments in making good any loss or damage or, if the Lender requires, in discharging the Secured Liabilities.

9. Deposit of documents and title deeds

The Chargor will deposit with the Lender, for the term of this agreement, all deeds and documents of title relating to any of the Charged Assets, together with such duly executed transfers or assignments as the Lender may reasonably request.

10. Book debts account

- 10.1 The Chargor will, at the Lender's request, pay the proceeds of its book debts into an account specified in writing by the Lender and will not, except with the prior written consent of the Lender, withdraw any money from that account.
- 10.2 The Chargor will, upon the Lender's request, execute a legal assignment of its book debts to the Lender in such terms as the Lender requires.

11. Securities and Derivative Assets

- 11.1 The Chargor will deposit with the Lender all certificates or documents of title in respect of the Securities and Derivative Assets, together with an executed transfer document in blank in such form as the Lender may require.

- 11.2 Without prejudice to clause 5.6, for so long as no Default Event has occurred, the Chargor may:
- 11.2.1 receive and retain all dividends, interest and other income deriving from and received by it in respect of the Securities and Derivative Assets; and
 - 11.2.2 exercise all voting and other rights and powers attached to the Securities and Derivative Assets.
- 11.3 Following the occurrence of a Default Event:
- 11.3.1 all dividends, interest and other income forming part of the Securities or the Derivative Assets, will be paid without any set-off or deduction to the Lender; and
 - 11.3.2 the Chargor will procure the registration in the books of the relevant company of the transfer of the Securities and the Derivative Assets to the Lender, the entry of the Lender in the register of members of the company, and the issue of new share certificates in respect of the Securities and the Derivative Assets to the Lender.
- 11.4 The Lender will have no duties with respect to the Securities or Derivative Assets and will incur no liability for:
- 11.4.1 ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Securities or Derivative Assets;
 - 11.4.2 taking any necessary steps to preserve rights against prior parties or any other rights relating to any Securities or Derivative Assets; or.
 - 11.4.3 any failure to present any interest, coupon or any bond or stock drawn for repayment or any failure to pay any call or instalment or to accept any offer or to notify the Chargor of any such matter or any failure to ensure that correct amounts are paid or received in respect of the Securities or Derivative Assets;
- 11.5 The Lender may provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Lender at the expense of the Chargor and will not be responsible for any loss of or damage to any such certificates or documents.

12. Default Events

Each of the following constitutes a Default Event:

- 12.1 the Chargor fails to pay any of the Secured Liabilities upon its due date, unless the Lender is satisfied that such non payment is due solely to administrative or technical delays in the transmission of funds which are not the fault of the Chargor and payment is made within two Business Days of its due date;

- 12.2 the Chargor fails to perform or comply with any of its material obligations under this agreement or any Financing Document, other than those specified in clause 12.1, unless the failure or non compliance is capable of remedy and is remedied within five Business Days of the date on which the Lender gives notice requiring such remedy;
- 12.3 any representation or warranty made by the Chargor under this agreement or any Financing Document or in any notice, certificate, instrument or statement contemplated by or made pursuant to this agreement or any Financing Document is, or proves to be, untrue or incorrect in any material respect when made or deemed to be repeated unless the circumstances of the default are capable of remedy and are remedied within five Business Days of the date on which the Lender gives notice requiring such remedy;
- 12.4 any Indebtedness of the Chargor is not paid when due or becomes prematurely payable or capable of being prematurely declared payable, or a Security Interest over any assets or property of the Chargor becomes enforceable or capable of being enforced;
- 12.5 if, in relation to the Chargor:
- 12.5.1 a Receiver is appointed over its affairs or a mortgagee, charge or other encumbrancer takes possession of the whole or any part of the Charged Assets;
 - 12.5.2 an order is made for its compulsory winding-up or a meeting convened for the passing of a resolution for its voluntary winding-up;
 - 12.5.3 any distress, execution or other process is levied or issued against any Charged Assets which is not paid within seven days;
 - 12.5.4 it is deemed unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986;
 - 12.5.5 it convenes or holds a meeting of its creditors or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or any class of its Indebtedness or gives notice to any of its creditors that it has suspended or intends to suspend payment of any of its debts;
 - 12.5.6 it has any Charged Assets seized by or on behalf of creditors unless they are released from seizure within seven days;

- 12.5.7 it proposes, or its directors make a proposal for, an arrangement or composition with or for the benefit of its creditors, including a voluntary arrangement under part I of IA 1986;
- 12.5.8 it obtains a moratorium under part II of schedule A1 to IA 1986 in respect of its indebtedness or anything is done by it or on its behalf for the purposes of obtaining a moratorium;
- 12.5.9 an application is made to the court for an administration order under paragraph 12(1) of schedule B1 to IA 1986 or notice is given of intention to appoint an administrator under paragraph 12(2) or 26 of schedule B1 to IA 1986);
- 12.5.10 an administration order is made under paragraph 11 of schedule B1 to IA 1986;
- 12.5.11 an administrator is appointed under paragraph 14 or 22 of schedule B1 to IA 1986;
- 12.5.12 it is struck off the register of companies; or
- 12.5.13 it is subject to any analogous event under the law of any jurisdiction;
- 12.6 the Chargor ceases or threatens to cease to carry on a material part of the business it carries on at the date of this agreement or enters into any new or unrelated business;
- 12.7 the Chargor fails to comply in any material respect with an environmental or other law or fails to renew or comply with any licence, permit, consent or other authorisation¹ required for the conduct of its business or any such licence, permit, consent or other authorisation is revoked, cancelled or suspended; or
- 12.8 any circumstances arise which in the reasonable opinion of the Lender give grounds for belief that the Chargor may not, or may be unable to, perform or comply with any of its obligations under this agreement or any Financing Document.

13. Enforcement

- 13.1 On the occurrence of a Default Event, the Lender may exercise all the powers conferred on mortgagees by LPA 1925 (as varied or extended by this agreement), all the powers conferred as the holder of a qualifying floating charge (as defined in paragraph 14 of schedule B1 to IA 1986) and, without limiting such powers or any of the rights and powers of the Lender conferred by this agreement, may by written notice to the Chargor:

- 13.1.1 declare all or any part of the Secured Liabilities to be immediately due and payable, together with all accrued interest and any other sums then owed by the Chargor, and upon that declaration, the sums will become immediately due and payable:
 - 13.1.2 declare all or any part of the Secured Liabilities to be due and payable on demand by the Lender, and/or
 - 13.1.3 declare the security constituted by this agreement to be enforceable.
- 13.2 Notwithstanding the provisions of clause 13.1 the security constituted by this agreement will not become enforceable solely as a result of:
 - 13.2.1 the Chargor obtaining a moratorium under IA 1986; or
 - 13.2.2 anything done by or on behalf of the Chargor for the purpose of obtaining such a moratorium.
- 13.3 For the purposes of all powers implied by statute including, without limitation, the power of sale under section 101 LPA 1925, the Secured Liabilities will be deemed to have become due when the security created by this agreement becomes enforceable.
- 13.4 Sections 93, 103 and 109 LPA 1925 do not apply to this agreement.
- 13.5 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms as the Lender thinks fit. The Lender is not obliged to comply with any of the provisions of section 99 or 100 LPA 1925.

14. Appointment of Receiver or administrator

- 14.1 At any time after the security constituted under this agreement has become enforceable, the Lender may, in writing (and in accordance with and to the extent permitted by applicable laws) appoint one or more persons as:
 - 14.1.1 a Receiver of all or any of the Charged Assets; and/or
 - 14.1.2 an administrator of the Chargor.
- 14.2 Where more than one Receiver or administrator is appointed they will have power to act separately unless the appointment by the Lender otherwise specifies.
- 14.3 Any Receiver or administrator appointed by the Lender under this agreement will be the agent of the Chargor and the Chargor will

be solely responsible for the acts, defaults and remuneration of the Receiver or administrator.

14.4 Any Receiver or administrator appointed under this agreement will, in addition to all powers conferred on him by LPA 1925 and IA 1986 and all powers conferred from time to time by statute, have power to do anything which an absolute owner could do in the management of such of the Charged Assets over which such Receiver or administrator is appointed and, in particular (where relevant):

14.4.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;

14.4.2 to carry out on any Property or other freehold or leasehold property of the Chargor any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;

14.4.3 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants, positive or restrictive, affecting land;

14.4.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with, or dispose of, the Charged Assets without restriction including, without limitation, power to dispose of any fixtures separately from the land;

14.4.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;

14.4.6 to take, continue or defend any proceedings and enter into any arrangement or compromise;

14.4.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;

14.4.8 to call up any uncalled capital of the Chargor in accordance with all the powers conferred by the articles of association of the Chargor in relation to calls;

14.4.9 to employ advisers, consultants, managers, agents, workmen and others;

14.4.10 to purchase or acquire materials, tools, equipment, goods or supplies;

14.4.11 to borrow any money and secure the payment of money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and

- 14.4.12 to do any other acts which the Receiver or administrator may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

- 14.5 A Receiver or administrator will apply all money received, firstly in repayment of all expenses and liabilities incurred by him and in payment of his fees, secondly towards satisfaction of the Secured Liabilities in such order as the Lender decides, and thirdly in payment of any surplus to the persons entitled to it.

15. Exclusion of liability

The Lender will not, whether as a result of taking possession of any of the Charged Assets or for any other reason (and whether as mortgagee in possession or on any other basis) be liable to the Chargor for any loss or damage arising from any act or default or any exercise or non-exercise of any power, authority or discretion conferred on the Lender by this agreement in relation to the Charged Assets unless such loss or damage is caused by the Lender's fraud or negligence.

16. Power of attorney

The Chargor, by way of security, irrevocably appoints the Lender (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally to be the attorney of the Chargor, with full power of substitution and delegation, in the Chargor's name and on the Chargor's behalf to sign or execute all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Lender or any Receiver or administrator pursuant to this agreement or the exercise of any of their powers.

17. Cumulative and continuing security and further assurance

- 17.1 This agreement is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities.
- 17.2 This agreement is in addition to any other security, present or future, held by the Lender for the Secured Liabilities and will not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 17.3 The Chargor will at its own cost, at the Lender's reasonable request, execute any document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.

18. Release of security

- 18.1 Upon the Lender being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,

and following a written request from the Chargor, the Lender will release the security provided for in this agreement.

- 18.2 Any receipt, release or discharge of the security provided for in this agreement or of any liability arising under it will not release or discharge the Chargor from any liability which may exist independently of this agreement to the Lender.

19. Protection of third parties

- 19.1 No person dealing with the Lender or any Receiver or administrator will be concerned to enquire whether any power exercised or purported to be exercised by the Lender or any Receiver or administrator has become exercisable, or as to the propriety or regularity of any sale by the Lender or any Receiver or administrator.
- 19.2 All the protections to purchasers contained in sections 104 and 107 LPA 1925 and section 42(3) IA 1986 apply to any person dealing with the Lender or any Receiver or administrator.

20. New account

- 20.1 If the Lender receives notice of any subsequent Security Interest affecting the Charged Assets, the Lender may open a new account for the Chargor in its books.
- 20.2 If the Lender does not open such a new account, it will be deemed to have done so at the time when it received notice of the subsequent Security Interest and as from that time all payments made by the Chargor to the Lender will be treated as having been credited to the new account and will not operate to reduce the amount secured by this agreement as at the time when the notice was received.

21. Entry in the Land Registry

The Chargor will immediately request the Chief Land Registrar to enter a restriction or note on the register of any registered of any registered Property that, except under an order of the Registrar, no disposition by the proprietor(s) of the land is to be registered without the consent of the registered proprietor of this agreement.

22. Indemnity

- 22.1 The Chargor will indemnify and keep indemnified the Lender, any Receiver or administrator and each agent or (attorney, appointed pursuant to this agreement from and against any and all, expenses claims liabilities losses taxes costs duties fees and charges suffered incurred or made by any of them:
- 22.1.1 in the exercise, preservation or enforcement of any rights, powers or discretions vested in then pursuant to this agreement; or

22.1.2 on the release of any part of the Charged Assets from the security created by this agreement.

22.2 The Lender, any Receiver or administrator or any agent or attorney may retain and pay all matters mentioned in clause 22.1 out of money received under the powers conferred by this agreement.

23. Currency indemnity

23.1 If any payment in connection with this agreement is made or falls to be satisfied in a currency other than the currency in which the relevant payment is expressed to be payable, then to the extent that the payment received by the Lender, at the rate of exchange, falls short of the amount expressed to be payable in connection with this agreement, the Chargor will indemnify the Lender against the amount of that shortfall.

23.2 For the purposes of clause 23.1 **rate of exchange** means the rate at which the Lender on or about the date of the relevant payment is able to purchase the currency in which the payment is expressed to be payable and will take into account any premium and other costs of exchange.

24. Costs

The Chargor will pay to the Lender on demand all costs, fees and expenses, including, but not limited to, legal fees and expenses, and taxes on such items incurred by the Lender or for which the Lender may become liable in connection with:

- 24.1 the negotiation, preparation and execution of this agreement;
- 24.2 the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this agreement;
- 24.3 any variation of or amendment or supplement to, any of the terms of this agreement; and
- 24.4 any consent or waiver required from the Lender in relation to this agreement.

25. Payment

25.1 All payments to be made by the Chargor under this agreement will be paid in immediately available, freely transferable cleared funds to an account nominated from time to time by the Lender for this purpose.

25.2 The Chargor will make all payments under this agreement without set-off or counterclaim and without withholding or deducting, except where required by law, any Taxes. If the Chargor is required by law to make any such withholdings or deductions, the Chargor will pay to the Lender additional amounts to ensure that the Lender receives a net amount equal to the full amount it would have received if no withholding or deduction had been required.

- 25.3 If the Chargor pays any additional amount to the Lender under clause 25.2 and the Lender effectively obtains a refund of tax or credit against tax by reason of such payment, the Lender will repay to the Chargor an amount equivalent to the tax credit.

26. Set – off

In addition to any lien or right to which the Lender may be entitled by law, the Lender may, following a Default Event, without notice and both before and after demand, set off the whole or any part of the Secured Liabilities against any deposit or credit balance on any account of the Chargor with the Lender, whether or not that deposit or balance is due to the Chargor.

27. Notices

- 27.1 Any notices or other communication given under this agreement must be in writing and served:

- 27.1.1 by hand delivery to the recipient;
- 27.1.2 by first class recorded delivery post addressed to the relevant party's address as specified in this agreement or such other address as a party may have last notified to the other; or
- 27.1.3 by fax to the following fax numbers or such other fax numbers as a party may have last notified to the other together with a confirmatory copy sent by first class post:

Party Number

Chargor []

Lender []

with a copy to the Lender's solicitors 01992 350 160
marked for the attention of: Roumiana Dimitrova

- 27.2 Any notice given pursuant to clause 27.1 is deemed to have been served:

- 27.2.1 if delivered by hand, at the time of delivery;
- 27.2.2 if sent by post, within 48 hours of posting, exclusive of Sundays; and
- 27.2.3 if sent by fax at the completion of transmission during business hours at its destination or, if not within business hours, at the opening of business hours at its destination on the next Business Day but subject to:

1.1.1.1 proof by the sender that it holds a printed transmission report confirming despatch of the transmitted notice;

1.1.1.2 the sender not receiving any telephone, calls from the recipient, to be confirmed in writing, that the fax has not been received in a legible form; and

1.1.1.3 despatch of the notice by post in accordance with clause 27.1.2 on the same day as its transmission.

27.3 For the purpose of clause 27.2, **business hours** means between 9.00 a.m. and 5.30 p.m.

28. Assignments

28.1 This agreement will be binding upon the respective successors of the parties.

28.2 The Chargor may not assign or transfer all or any part of its rights and/or obligations under this agreement without the prior written consent of the Lender.

28.3 This agreement and all or any of the rights and obligations under it may be assigned or transferred by the Lender. The Lender will notify the Chargor promptly following any change or assignment.

29. General

29.1 Time is of the essence of this agreement both as regards the dates and periods mentioned and as regards any dates or periods which may be substituted for them in accordance with this agreement or by agreement in writing by the parties.

29.2 Neither party will be affected by any delay or failure in exercising or any single, partial or defective exercising of its rights or remedies under this agreement unless it has signed an express written waiver or release.

29.3 The provisions of this agreement and the rights and remedies of the parties under this agreement are cumulative and are without prejudice and in addition to any rights or remedies at law or in equity. No exercise by a party of any one right or remedy under this agreement, or at law or in equity will, except if the contrary is expressly stated, hinder or prevent the exercise by it of any such other right or remedy.

29.4 Any provision in this agreement which is held by any competent court or tribunal to be illegal or unenforceable will to the extent necessary be regarded as omitted from this agreement and the enforceability of the remainder will not be affected.

- 29.5 The Lender, at any time and from time to time, may delegate by power of attorney or in any other manner to any persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this agreement in relation to all or any part of the Charged Assets. Any such delegation may be made upon such terms and subject to such regulations as the Lender may think fit. The Lender will not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate.
- 29.6 This agreement is to be governed by and construed in accordance with English law.
- 29.7 The English courts are to have jurisdiction to settle any dispute in connection with this agreement. Clause 29.7 is irrevocable and is for the exclusive benefit of the Lender. Nothing contained in the clause will limit the right of the Lender to take proceedings against the Chargor in any other court or in the courts of more than one jurisdiction at the same time.

30. Execution as a deed

This agreement has been executed as a deed but is not delivered until it has been dated.

Schedule 1
Definitions and Interpretation
 (Clause 1)

1. In this agreement, including the schedules, the following words and expressions have the following meanings:

Associated Company	a company which would be a Subsidiary Company if the relevant holding of the share capital were more than 20 per cent. (as opposed to 50 per cent.) in nominal value.
Business Day	a day between Monday and Friday inclusive on which clearing banks are open in the City of London.
Charged Assets	all the property and other assets of the Chargor which are charged under clause 3.
Default Event	any event of default specified in clause 12.
Default Rate	the rate specified in clause 6.2 of the Facility Agreement.
Derivative Assets	all stocks, share, warrants or other securities, rights, dividends, interest or other property accruing, offered issued or deriving from or incidental to the Securities or any such Derivative Asset.
Facility Agreement	means any agreement between the Lender and the Chargor for the provision of loan facilities to the Chargor by the Lender whether subsisting at the date of this guarantee or from time to time entered into.
Financing Documents	the Facility Agreement and any other agreement(s) or document(s) setting out the terms and conditions relating to any Secured Liabilities.
IA 1986	Insolvency Act 1986.
Indebtedness	any obligation for the payment or repayment of money, whether present or future, actual or contingent, sole or joint.
Insurance	the insurance of the Charged Assets referred to in clause 8.1.1
Intellectual Rights	Property all patents, patent applications, know how, trade marks, service marks, trade and service

mark applications, trade names, registered designs, design rights, copyrights or other similar or ancillary industrial, intellectual or commercial right subsisting anywhere in the world.

Lender	a reference to the Lender shall include the Lender's successors, assigns and transferees
LPA 1925	Law of Property Act 1925.
Property	the freehold property and the leasehold property set out in Schedule 2.
Receiver	any receiver appointed over any Charged Assets whether under this agreement or by order of the court on application by the Lender and includes a receiver and manager and an administrative receiver.
Secured Liabilities	all monies, obligations and liabilities of any kind and in any currency which now or at any time after the date of this agreement may be due owing or incurred by the Chargor to the Lender, whether actual or contingent and whether incurred alone or jointly with another, together with the Lender's costs charges, commission and expenses.
Securities	<p>the stocks and shares set out in Schedule 3 and all other securities now or in the future belonging to the Chargor including, without limitation, loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor:</p> <ol style="list-style-type: none">1. from Subsidiary Company or Associated Company of the Chargor; and/or2. which, or the certificates of which, are or may be deposited with the Lender or its agents or transferred to or registered in the name of the Lender, its agents or nominees.
Security Interest	any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation assignment, security interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right relating to shares or to any asset or liability.
Subsidiary Company	as defined in section 736 of the Companies Act 1985

Taxes

all present or future taxes, levies, duties, imports, charges, fees, deductions or withholdings of any nature which are imposed, levied, collected or withheld pursuant to any regulation having the force of law.

2. All references to a statutory provision include references to:
 1. any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement, for the time being in force;
 2. all statutory instruments or orders made pursuant to it; and
 3. any statutory provision of which that statutory provision is a re-enactment or modification.
3. Words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
4. The provisions of Schedule 1 apply unless the meaning attributed is inconsistent with the context of the relevant word or expression.
5. Unless otherwise stated, a reference to or clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this agreement.
6. The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.
7. **If there is any conflict between the provisions of this agreement and the provisions of the Facility Agreement, the provisions of the Facility Agreement will prevail.**

Schedule 2

Details of freehold/leasehold property

10.	Waterside Holiday Park	Various - See below	Various - See below	Freehold	WATERSIDE COUNTRY PARK LIMITED (Co. Regn. No. 18234413)	Unknown
	(Property No 10)					
		Plot 1 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX656730	Plot 1		
		Plot 3 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX461920	Plot 3		

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for site and date paid
Plot 4 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX612838	Plot 4		
Plot 5 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX706236	Plot 5		
Plot 6 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX678731	Plot 6		
Plot 7 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX603558	Plot 7		
Land at Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM8 7LY)	EX460102	Plot 28 Plot 31 Plot 33 Plot 34 Plot 35 Plot 36 Plot 37 Plot 38 Plot 40 Plot 41 Plot 37 Plot 77 Plot 98 Plot 99 Plot 103 Plot 104 Plot 105 Plot 109		

No.	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
				Plot 110 Plot 111 Plot 112 Plot 113 Plot 114 Plot 115 Plot 116 Plot 117 Plot 118 Plot 119 Plot 120 Plot 121 Plot 122 Plot 123 Plot 124 Plot 125 Plot 126 Plot 127 Plot 128 Plot 129 Plot 130 Plot 131 Plot 132 Plot 133 Plot 134 Plot 135 Plot 136 Plot 137 Plot 138 Plot 139 Plot 140 Plot 141 Plot 142 Plot 143 Plot 144 Plot 145 Plot 146 Plot 147 Plot 148 Plot 149 Plot 150 Plot 151 Plot 152 Plot 153 Plot 154 Plot 155 Plot 156 Plot 157 Plot 158 Plot 159 Plot 160 Plot 161 Plot 162 Plot 163 Plot 164 Plot 165 Plot 166 Plot 167 Plot 168 Plot 169 Plot 170 Plot 171 Plot 172 Plot 173 Plot 174 Plot 175 Plot 176 Plot 177 Plot 178 Plot 179 Plot 180 Plot 181 Plot 182 Plot 183 Plot 184 Plot 185 Plot 186 Plot 187 Plot 188 Plot 189 Plot 190 Plot 191 Plot 192 Plot 193 Plot 194 Plot 195 Plot 196 Plot 197 Plot 198 Plot 199 Plot 200 Plot 201 Plot 202 Plot 203 Plot 204 Plot 205 Plot 206 Plot 207 Plot 208 Plot 209 Plot 210 Plot 211 Plot 212 Plot 213 Plot 214 Plot 215 Plot 216 Plot 217 Plot 218 Plot 219 Plot 220 Plot 221 Plot 222

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
		Plot 224 Plot 226 Plot 231 Plot 232 Plot 233 Plot 242 Plot 243 Plot 244 Plot 246 Plot 253 Plot 257 Plot 258 Plot 267 Plot 268 Plot 275 Plot 276 Plot 277 Plot 282 Plot 284 Plot 286 Plot 292 Plot 295 Plot 304 Plot 305 Plot 307 Plot 313 Plot 331 Plot 353 Plot 354 Plot 356		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
				Plot 385 Plot 402 Plot 403 Plot 406 Plot 472 Plot 474 Plot 478 Plot 479 Plot 482 Plot 483 Plot 498 Plot 499 Plot 500 Plot 501
		Plot 28 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX489989	Plot 28
		Plot 30 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX477738	Plot 30
		Plot 32 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX699296	Plot 32
		Plot 36 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX566241	Plot 36
		Plot 42 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX547971	Plot 42
		Plot 43 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX652357	Plot 43

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CM0 7LY)				
Plot 63 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX652520	Plot 63		
Plot 64 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX554846	Plot 64		
Plots 65 and 66 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX627388	Plots 65 and 66		
Plot 68 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX564662	Plot 68		
Plots 69 and 70 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX708237	Plots 69 and 70		
Plot 71 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX718242	Plot 71		
Plot 72 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX574622	Plot 72		
Plot 74 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX636150	Plot 73		
Plot 74 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX636153	Plot 74		
Plot 75 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX605599	Plot 75		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		Plot 76 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX587344	Plot 76
		Plot 78 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX608000	Plot 78
		Plot 100 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX633132	Plot 100
		Plot 102 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX544251	Plot 102
		Plot 106 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX676256	Plot 106
		Plot 107 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX626637	Plot 107
		Plot 108 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX736593	Plot 108
		Plot 137 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX625757	Plot 137
		Plot 133 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX624356	Plot 133
		Plot 135 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX641799	Plot 135
		Plot 141 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX540588	Plot 141

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CMO 7LY)				
Plot 142 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX482301	Plot 142		
Plot 143 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX505522	Plot 143		
Plots 146, 147 and 148 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX480401	Plots 146, 147 and 148		
Plot 149 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX477881	Plot 149		
Plot 170 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX717879	Plot 170		
Plot 171 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX575221	Plot 171		
Plot 172 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX559908	Plot 172		
Plots Nos 177-178 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX522150	Plots 177 and 178		
Plot 205 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX484587	Plot 205		
Plot 206 and 207 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX541425	Plots 206 and 207		

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CMO 7LY)				
Plot 239 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX595115	Plot 239		
Plots 240-241 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX478599	Plots 240 and 241		
Plot 245 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX471900	Plot 245		
Plot 246 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX356388	Plot 246		
Plot 247 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX644716	Plot 247		
Plot 249 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX682958	Plot 249		
Plot 250 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX738690	Plot 250		
Plot 251 Beacon Hill Farm Leisure Park, St Lawrence	EX0486130	Plot 251		
Plot 252 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX465387	Plot 252		
Plot 254 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX631330	Plot 254		
Plot 255 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX482377	Plot 255		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		Plot 208 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX485415	Plot 208
		Plot 209 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX573290	Plot 209
		Plot 210 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX473188	Plot 210
		Plot 211 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX552253	Plot 211
		Plot 223 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX455276	Plot 223
		Plot 230 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX478072	Plot 230
		Plot 234 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX463403	Plot 234
		Plot 235 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX482486	Plot 235
		Plot 236 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX465318	Plot 236
		Plot 237 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX550082	Plot 237
		Plot 238 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX470193	Plot 238

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		(CMO 7LY)		
		Plot 259 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX572165	Plot 259
		Plot 260 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX591191	Plot 260
		Plot 263 Waterside Holiday Park, St Lawrence Bay	EX770194	Plot 263
		Plot 264 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX482143	Plot 264
		Plot 265 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX527816	Plot 265
		Plot 266 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX435411	Plot 266
		Plots 270 and 271, Waterside Holiday Park, St Lawrence Bay (CMO 7LY)	EX547352	Plots 270 and 271
		Plot 272 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX588435	Plot 272
		Plot 273 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX515605	Plot 273
		Plot 274 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX467076	Plot 274
			EX528443	Plot 275
		Plot 279 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX740956	Plot 279

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CM0 7LY)				
Plot 290 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX533175	Plot 290		
Plot 295 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX533187	Plot 295		
Plot 297 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX533187	Plot 297		
Plot 298 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX780719	Plot 298		
Plot 299 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX780730	Plot 299		
Plot 290 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX453288	Plot 290		
Plot 291 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX533207	Plot 291		
Plot 294 Waterside Holiday Park, Southminster (CM0 7LY)	EX595449	Plot 294		
Plot 296 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX782967	Plot 296		
Plot 297 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX693107	Plot 297		
Plot 298 Beacon Hill Leisure Park, St Lawrence Bay, Southminster (CM0 7LY)	EX513715	Plot 298		

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
Plot 314 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX777376	Plot 314		
Plot 315 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX450804	Plot 315		
Plots 316 and 317 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX599296	Plots 317 and 318		
Plot 318 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX483842	Plot 318		
Plot 319 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX553568	Plot 319		
Plot Nos 293 and 320, Waterside Holiday Park, St Lawrence Bay (CM0 7LY)	EX630079	Plots 320 and 293		
Plot 322 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX679184	Plot 322		
Plot 323 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX657563	Plot 323		
Plot 324 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX918329	Plot 324		
Plot 325 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX739815	Plot 325		
Plot 326 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX555857	Plot 326		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		(7LS)		
		Plot 298 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX457472	Plot 298
		Plot 300 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX440202	Plot 300
		Plot 301 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX592045	Plot 301
		Plot 303 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX555712	Plot 303
		Plot 306 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX443939	Plot 306
		Plot 308 Beacon Hill Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX452954	Plot 308
		Plot 309 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX593235	Plot 309
		Plot 310 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX527141	Plot 310
		Plot 311 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX448414	Plot 311
		Plot 312 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX737869	Plot 312

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		(CM0 7LY)		
		Plot 327 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX595756	Plot 327
		Plots 328 and 329 Waterside Holiday Park, St Lawrence Bay (CM0 7LY)	EX648312	Plots 328 and 329
		Plot 332 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX521537	Plot 332
		Plot 334 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX587240	Plot 334
		Plot 336 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX594297	Plot 336
		Plot 337 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX501654	Plot 337
		Plot 338 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX555003	Plot 338
		Plot 339 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX536275	Plot 339
		Plot 340 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX528925	Plot 340
		Plot 344 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CM0 7LY)	EX502247	Plot 344
		Plot 349 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX535925	Plot 349

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CMD 7LY)				
Plot 351 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX052274	Plot 351		
Plot 352 Beacon Hill Farm Leisure Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX011551	Plot 352		
Plot 355 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX053352	Plot 355		
Plot 356 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX016297	Plot 356		
Plot 357 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX055740	Plot 357		
Plot 358 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX078708	Plot 358		
Plot 360 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX038551	Plot 360		
Plot 361 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX042133	Plot 361		
Plot 362 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX025545	Plot 362		
Plot 363 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX059537	Plot 363		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		Plot 364 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX055450	Plot 364
		Plot 365 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX057933	Plot 365
		Plot 368 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX020424	Plot 368
		Plot 367 Beacon Hill Farm Leisure Park, St Lawrence Bay, Southminster	EX030167	Plot 367
		Plot 368 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX053205	Plot 368
		Plot 369 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX475955	Plot 369
		Plot 370 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX076362	Plot 370
		Plot 371 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX059294	Plot 371
		Plot 372 Beacon Hill Leisure Park, Main Road, St Lawrence (CMD 7LY)	EX453101	Plot 372
		Plot 373 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX453555	Plot 373
		Plot 374 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX445805	Plot 374

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
Plot 375 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX453201	Plot 375		
Plot 376 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX035178	Plot 376		
Plot 378 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX548975	Plot 378		
Plot 379 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX042446	Plot 379		
Plot 380 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX045436	Plot 380		
Plot 381 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX015053	Plot 381		
Plot 382 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX054575	Plot 382		
Plot 383 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX018816	Plot 383		
Plot 384 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX055513	Plot 384		
Plot 385 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX078480	Plot 385		
Plot 386 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX043875	Plot 386		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		Plot 387 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX042708	Plot 387
		Plot 388 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX532421	Plot 388
		Plot 390 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX574220	Plot 390
		Plot 391 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX071259	Plot 391
		Plot 392 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX445163	Plot 392
		Plot 393 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX443630	Plot 393
		Plot 394 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX053475	Plot 394
		Plot 395 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX517208	Plot 395
		Plot 397 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX522553	Plot 397
		Plot 398 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMD 7LY)	EX525780	Plot 398
		Plot 399 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX524214	Plot 399

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
(CMO 7LY)				
Plot 400 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX690781	Plot 400		
Plot 401 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX615182	Plot 401		
Plot 404 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX465384	Plot 404		
Plot 405 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX453771	Plot 405		
Plot 407 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX495681	Plot 407		
Plot 408 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX663183	Plot 408		
Plot 410 Beacon Hill Leisure Park, Main Road, Southminster	EX303886	Plot 410		
Plot 411 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX467882	Plot 411		
Plot 412 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX663280	Plot 412		
Plot 413 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX663285	Plot 413		
Plot 415 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX617107	Plot 415		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		(CMO 7LY)		
		Plot 417 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX668487	Plot 417
		Plot 421 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX668488	Plot 421
		Plot 422 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX668489	Plot 422
		Plot 424 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX668490	Plot 424
		Plot 425 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX450035	Plot 425
		Plot 426 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX761827	Plot 426
		Plot 427 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX717106	Plot 427
		Plot 428 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX717101	Plot 428
		Plot 431 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX622612	Plot 431
		Plot 432 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX622601	Plot 432

Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
Plot 433 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX660032	Plot 433		
Plot 437 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX611153	Plot 437		
Plot 438 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX467077	Plot 438		
Plot 443 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX614382	Plot 443		
Plot 466 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX663287	Plot 466		
Plot 469 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX466355	Plot 469		
Plot 471 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX620248	Plot 471		
Plot 473 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX628004	Plot 473		
Plot 476 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX619778	Plot 476		
Plot 475 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX459585	Plot 475		
Plot 477 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX660668	Plot 477		

No	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold
		(CMO 7LY)		
		Plots 480 and 481 Beacon Hill Leisure Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX668580	Plot 480 and 481
		Plot 484 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX615111	Plot 484
		Plot 485 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX663288	Plot 485
		Plots 486 and 487, Waterside Holiday Park, St Lawrence Bay (CMO 7LY)	EX628008	Plots 486 and 487
		Plots 488 and 489 Beacon Hill Leisure Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX776744	Plots 488 and 489
		Plot 490 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX654302	Plot 490
		Plot 491 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX601175	Plot 491
		Plot 494 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX606113	Plot 494
		Plot 495 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX640187	Plot 495
		Plot 496 Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX627910	Plot 496
		Plot 497 Waterside Holiday Park, Main Road, St Lawrence, Southminster	EX460132	Plot 497

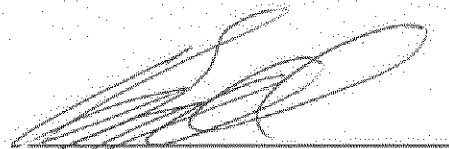
Property Address as stated at the Land Registry	Title Numbers	Freehold / Leasehold	Registered Proprietor	Price last paid for title and date paid
MO 7LY)				
Plot 502 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX710217	Plot 502		
Plot 504 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX531134	Plot 504		
Plot 507 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX517087	Plot 507		
Plot 508 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX533231	Plot 508		
Plot 509 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX506001	Plot 509		
Plot 509a Waterside Holiday Park, Main Road, St Lawrence, Southminster (CMO 7LY)	EX552512	Plot 509A		
Plot 510 Waterside Holiday Park, Main Road, St Lawrence, Southminster (MO 7LY)	EX490345	Plot 510		
Land lying to the east of Main Road, St Lawrence, Southminster	EX524422	Main Title (estate roads etc.)		
Plots 50, 51 and 71, Waterside Holiday Park, St Lawrence Bay (CMO 7LY)	EX591192	Plots 50, 51 and 71		
Plot 57 Waterside Holiday Park, St Lawrence Bay (CMO 7LY)	EX522521	Plot 57		
Plots 53 and 54, Waterside Holiday Park, Main Road, St Lawrence,	EX656254	Plots 53 and 54		

No.	Property Name	Property Address as stated at the Land Registry	Title Numbers	Freehold Leasehold
		Southminster (CMO 7LY)		
		Plot 126, Drinkwater Farm Estate, Main Road, St Lawrence, Southminster (CMO 7LY)	EX738368	Plot 126

Schedule 3

Details of stocks and shares

Executed as a deed by
**WATERSIDE COUNTRY PARK
LIMITED** acting by
ROBERT LEE JACK BULL
A director


Director

In the presence of :
Witness Signature



Witness Name

J. Wilderspin

Witness Address

1 Carnhill

London

EC3V 3ND.