



Registration of a Charge

Company name: **DORSET CARAVAN PARK 3 LIMITED**

Company number: **11411007**



X7KT1RND

Received for Electronic Filing: **14/12/2018**

Details of Charge

Date of creation: **07/12/2018**

Charge code: **1141 1007 0002**

Persons entitled: **TOPLAND JUPITER LIMITED**

Brief description: **THE LAND TO THE WEST OF HURN ROAD, MATCHAMS, RINGWOOD (BEING PART OF THE FORMER BOURNEMOUTH DISTRICT OUTDOOR CLUB SITE) AND REGISTERED AT LAND REGISTRY WITH TITLE NUMBER DT45021 (PART) AS SHOWN EDGED RED ON THE TITLE PLAN AT SCHEDULE 2 TO THE SUPPLEMENTAL 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: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11411007

Charge code: 1141 1007 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2018 and created by DORSET CARAVAN PARK 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2018 .

Given at Companies House, Cardiff on 17th December 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

(EXECUTION)

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this *13 DECEMBER 2018*

SUPPLEMENTAL DEBENTURE

Signed *OSBORNE CLARKE LLP*

dated 7 December 2018

Osborne Clarke LLP

2 Temple Back East

by way of supplement to a Debenture dated
20 November 2018

Temple Quay, Bristol

BS1 6EG

DORSET CARAVAN PARK 3 LIMITED

and

TOPLAND JUPITER LIMITED

as Lender

OSBORNE CLARKE LLP

This Supplemental Debenture is made as a deed on 7 December 2018

Between:

- (1) **DORSET CARAVAN PARK 3 LIMITED** a company incorporated and existing under the laws of England and Wales with company registration number 11411007 (the "**Chargor**"); and
- (2) **TOPLAND JUPITER LIMITED** a company registered in England and Wales with company number 07468546 whose registered office is at 55 Baker Street, London W1U 7EU (the "**Lender**").

Background:

Since the date of the Debenture (as defined below), the Chargor has acquired the Additional Shares and enters into this Supplemental Debenture to supplement the security granted by it pursuant to the Debenture.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

- (a) This document is a "Supplemental Debenture", as such term is defined in the Debenture.
- (b) In this Supplemental Debenture, terms which are defined in Clauses 1 (*Definitions and interpretation*) of the Debenture and which are not otherwise expressly defined in this Supplemental Debenture shall have the meanings and shall be construed as provided in Clause 1 (*Definitions and Interpretation*) of the Debenture, save that by virtue of Clause 3 (*Security Assets*) of the Debenture, references within the Debenture to "Security Assets" and "Shares" shall be construed so as to extend to and include the Additional Shares.
- (c) In this Supplemental Debenture the following expressions have the following meanings, unless the context otherwise requires:

"Additional Property" means all the freehold and/or leasehold property of the Chargor listed in the Schedule 1 to this Supplemental Debenture.

"Credit Agreement" means the credit agreement originally dated on or around the date of this Supplemental Debenture made between the Chargor and the Lender, as such agreement may be amended, varied, restated, supplemented, substituted, replaced or novated from time to time.

"Debenture" means the debenture granted by the Chargor in favour of the Lender dated on 20 November 2018 as a continuing security for the Secured Liabilities.

"Finance Documents" has the meaning given to such term in the Credit Agreement.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party whether under any Finance Document or otherwise.

1.2 Construction

- (a) The provisions of Clause 1.6 of the Debenture shall apply to this Supplemental Debenture as if set out in full in this Supplemental Debenture.
- (b) The Debenture shall continue and remain in full force and effect and this Supplemental Debenture shall be read and construed as one with the Debenture so that all references to "**this Debenture**" in the Debenture shall include reference to this Supplemental Debenture.
- (c) Any reference in this Supplemental Debenture to a "**Chargor**" or to the "**Lender**" shall be construed so as to include its respective successors in title, permitted assignees or permitted transferees.

1.3 ***Effect as a Deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that any party to this Supplemental Debenture may have executed it under hand only.

1.4 ***Full title guarantee and implied covenants***

All the security created or given under this Supplemental Debenture:

- (a) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) is continuing security for the payment and discharge of the Secured Liabilities;
- (c) is created in favour of the Lender.

2. **Covenant to pay**

The Chargor irrevocably and unconditionally covenants with the Lender to pay to the Lender or discharge on demand all the Secured Liabilities when the Secured Liabilities become due.

3. **Charging Clause**

3.1 Supplemental to Clause 3 (*Security Assets*) of the Debenture, the Chargor hereby, as security for the payment of the Secured Liabilities, charges in favour of the Lender, with full title guarantee:

- (a) by way of first legal charge, all Additional Property; and
- (b) by way of first fixed charge, all Additional Property not effectively mortgaged under sub-clause 3.1(a).

4. **Representations and warranties**

The Chargor represents and warrants to the Lender as at the date of this Supplemental Debenture that all of the representations and warranties set out in Clause 6 (*Representations and warranties*) of the Debenture are true and accurate as if repeated on the date of this Supplemental Debenture with references to the facts and circumstances subsisting on that date.

5. **Third party rights**

5.1 Unless expressly provided in this Supplemental Debenture, no express term of this Supplemental Debenture nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. Notwithstanding any term of any Finance Document, the consent is not required to rescind or vary this Supplemental Debenture at any time of any person who is not a party to it.

- 5.2 For the avoidance of doubt, the terms of this Supplemental Debenture are intended to be enforceable by any Receiver.

6. Counterparts

This Supplemental Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.

7. Incorporated provisions

- 7.1 The provisions of the Debenture shall apply to the Additional Shares to the same extent that they apply to the Security Assets and they shall be deemed to be incorporated into this Supplemental Debenture, *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes.
- 7.2 Without prejudice to the generality of Clause 7.1 above, clauses 5 (*Further Assurance*), 8 (*Enforcement and powers of the Lender*), 9 (*Appointment of a Receiver*), 10 (*Powers of a Receiver*), 12 (*Protection of third parties*) and 13 (*Protection of the Secured Parties*) of the Debenture shall apply to this Supplemental Debenture *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes.

8. Governing law and jurisdiction

- 8.1 This Supplemental Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law.
- 8.2 Clause 36 (*Enforcement*) of the Credit Agreement is incorporated into this Supplemental Debenture as if fully set out in this Supplemental Debenture, and as though each reference to "this Agreement" was a reference to this Supplemental Debenture.

IN WITNESS whereof this Supplemental Debenture has been entered into on the date appearing at the head of page 1 and has been duly executed as a deed by the Chargor and it is delivered by the Chargor as a deed on the date appearing at the head of page 1.

Schedule 1
Additional Property

Chargor	Address or description of Additional Property	Title Number(s) (if registered)
Dorset Caravan Park 3 Limited	Land to the west of Hurn Road, Matchams, Ringwood (being part of the former Bournemouth District Outdoor Club site)	DT45021 (part) as shown edged red on the title plan at Schedule 2 to the Supplemental Debenture

Schedule 2

Title plan

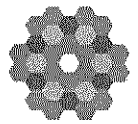
HM Land Registry
Official copy of
title plan

Title number **DT45021**

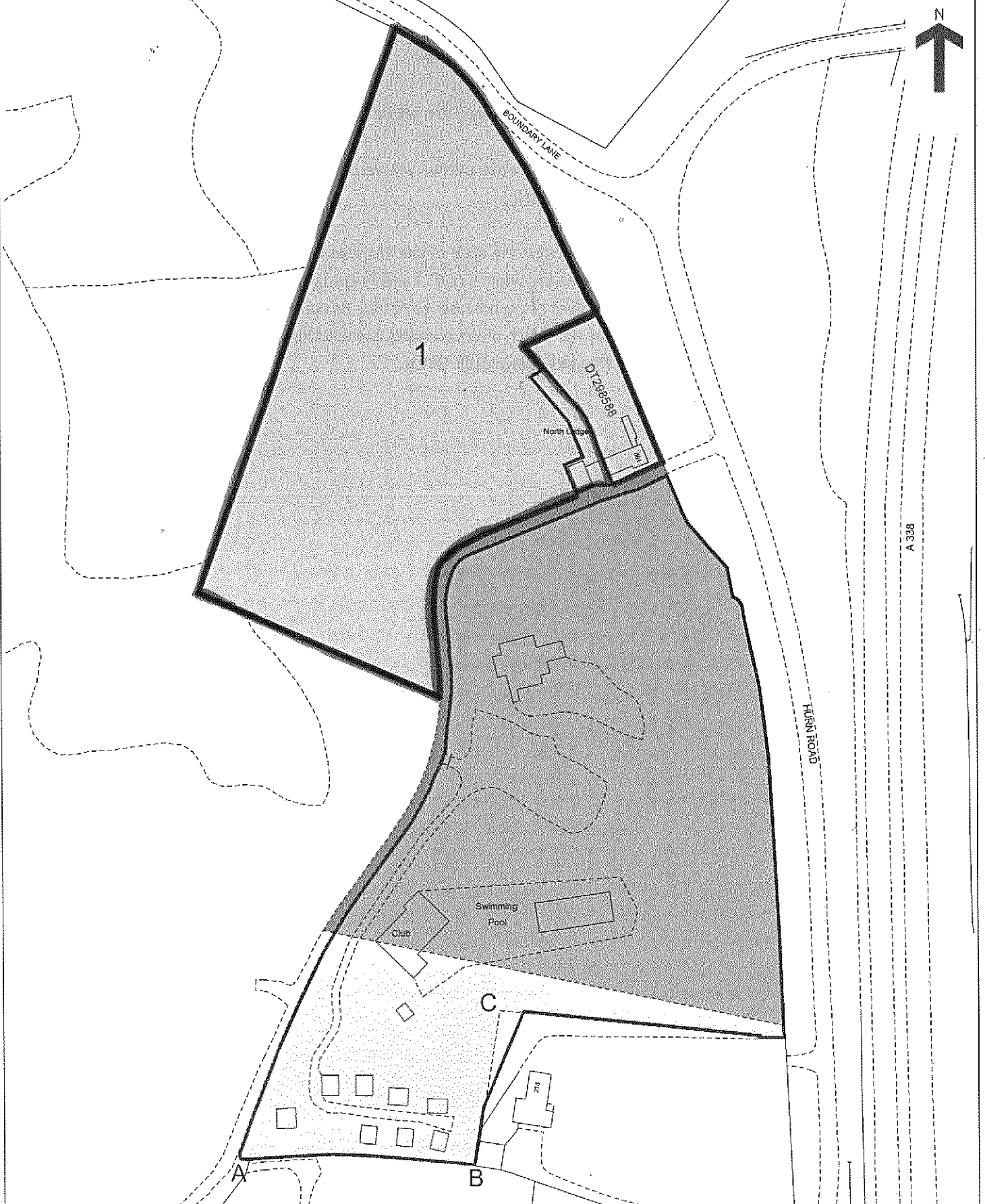
Ordnance Survey map reference **SU1301NW**

Scale **1:1250 enlarged from 1:2500**

Administrative area **Dorset : East Dorset**



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Signatories to Supplemental Debenture

The Chargor

DORSET CARAVAN PARK 3 LIMITED
acting by a director
in the presence of:



Director

Signature of witness:



Name: JASON WILLIAMS

Address:



Occupation: FINANCE DIRECTOR

Notice details

Address: Royale House Southwick Road, North Boarhunt, Fareham, England, PO17 6JN
Email: bob.bull1@me.com
FAO: Robert Bull

The Lender

Signed
for and on behalf of
TOPLAND JUPITER LIMITED
by its duly authorised signatory

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)
)
)
)

Authorised signatory:

Signatories to Supplemental Debenture

The Chargor

DORSET CARAVAN PARK 3 LIMITED

acting by a director

in the presence of: _____

Director

Signature of witness:

Name:

Address:

Occupation:

Notice details

Address: Royale House Southwick Road, North Boarhunt, Fareham, England, PO17 6JN

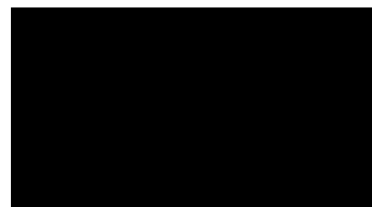
Email: bob.bull1@me.com

FAO: Robert Bull

The Lender

Signed
for and on behalf of
TOPLAND JUPITER LIMITED
by its duly authorised signatory

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Authorised signatory: