



Registration of a Charge

Company name: **ST IVES BAY HOLIDAY PARK LTD**

Company number: **13162823**



X9ZNJ468

Received for Electronic Filing: **05/03/2021**

Details of Charge

Date of creation: **25/02/2021**

Charge code: **1316 2823 0001**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY AGENT**

Brief description: **SECURITY INTERESTS (NOT EXPRESSED AS FLOATING CHARGES) ARE CREATED OVER ALL OF THE COMPANY'S RIGHTS IN, AMONGST OTHER THINGS, ANY LAND AND INTELLECTUAL PROPERTY. NONE IS SPECIFIED. SEE THE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

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

Certified by:

**JOMAR VARGAS, SOLICITOR MAYER BROWN INTERNATIONAL
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13162823

Charge code: 1316 2823 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2021 and created by ST IVES BAY HOLIDAY PARK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2021 .

Given at Companies House, Cardiff on 8th March 2021

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

DEED OF ACCESSION AND CHARGE

THIS DEED OF ACCESSION AND CHARGE is made on 25 February 2021

BETWEEN:

- (1) **ST IVES BAY HOLIDAY PARK LTD** (registered in England and Wales under number 13162823) (the "**New Chargor**");
- (2) **ARCHER BIDCO LIMITED** (registered in England and Wales under number 11964222) (the "**Parent**"); and
- (3) **WILMINGTON TRUST (LONDON) LIMITED** (the "**Security Agent**").

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 9 August 2019 between, amongst others, the Parent and the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Incorporation**

Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions**

In this Deed:

"Account Bank" means any bank or financial institution with which the Chargors maintain a Bank Account.

"Bank Account" means any account in England and Wales with any bank or financial institution in which any Chargor now or in the future has an interest including any replacement or substitute or subdivision or sub account of that account and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out

by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights but excluding any intellectual property to the extent that Security cannot be given under the terms of the relevant licensing agreement.

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3.2(b)(xiii) to Clause 3.2(b)(xviii) (*Fixed security*) inclusive (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Intra-Group Loans" means any loans, credit or other financial arrangement having similar effect between a Chargor as Intra-Group Lender (as such term is defined in the Intercreditor Agreement) and another member of the Group as borrower.

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in schedule 2, part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" means freehold and leasehold, and any other estate in, land situated in England and Wales owned by a Chargor and in each case all buildings and structures upon and all things affixed to Land (including fixed plant or machinery from time to time situated on or forming part of such land, trade and tenant's fixtures) and includes all Related Rights.

"Material Intellectual Property" means any Intellectual Property owned by a Chargor which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted (including but not limited to Specified Intellectual Property).

"Material Land" means all Land other than:

- (a) Restricted Land;
- (b) leasehold property of a Chargor with a term of less than 25 years left to run; or
- (c) freehold property of a Chargor with a value of less than £750,000.

"Mortgaged Land" means any property specified in Schedule 1 (*Registered Land to be Mortgaged*).

"Related Rights" means:

- (a) in relation to any asset:
 - (i) the proceeds of sale of any part of that asset;
 - (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
 - (iii) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
 - (iv) any moneys and proceeds paid or payable in respect of that asset; and
- (b) in relation to any Mortgaged Land:
 - (i) each and every part of that Mortgaged Land, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and equipment in which a Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property; and
 - (c) the benefit of any undertakings, servitudes, covenants or warranties in respect of that property or any moneys paid or payable in respect of those undertakings, servitudes, covenants or warranties.

"Relevant Account" means the Specified Bank Accounts (and any renewal or redesignation of any such account) and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the Security Agent and any Chargor (and any replacement or substitute account or any subdivision or sub account of such account)

"Restricted IP" means any Intellectual Property owned by or licensed to a Chargor which, in each case, precludes either absolutely or conditionally that Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b)(*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally that Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b)(*Third Party Consents*) of the Principal Deed.

"Specified Bank Accounts" means the Bank Accounts described in Schedule 3 (*Specified Bank Accounts*).

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 2 (*Specified Intellectual Property*).

"Specified Investments" means all Investments which at any time represent all shares owned by a New Chargor in any Subsidiary of such New Chargor or a controlling interest in an Subsidiary, including the shares listed in Schedule 5 (*Specified Investments*).

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

2.1 Accession

The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 Covenant to pay

The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents including any liability in respect of future advances made under the Finance Documents.

2.3 Proviso

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 Parent's agreement to the accession

The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. ASSIGNMENTS

The New Chargor, with full title guarantee, as security for the payment or discharge of all of the Secured Obligations, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all of its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (c) all of its rights, title and interest from time to time in respect of the Intra-Group Loans.

4. FIXED SECURITY

The New Chargor, with full title guarantee, as security for the payment or discharge of all of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) all other Material Land which is now or in the future its property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use such Material Land not mortgaged pursuant to Clause 4(a);
 - (ii) all other Material Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Material Land, but only with effect from the date on which that consent is obtained;
 - (iii) all other interests and rights in or relating to Material Land or in the proceeds of sale of Material Land now or in the future belonging to it including any Related Rights;
 - (iv) all plant and machinery now or in the future attached to any Material Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income, guarantee of any rental income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Material Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (x) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture;

- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all other Material Intellectual Property presently belonging to it, including any Intellectual Property;
- (xiv) all Material Intellectual Property that may be acquired by or belong to it in the future;
- (xv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world;
- (xvi) all Material Intellectual Property and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world which by virtue of obtaining third party consent to charge such Material Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clause 4(b)(xii) to Clause 4(b)(xviii) inclusive;
- (xviii) all trade debts now or in the future owing to it;
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Security assignments*);
- (xxi) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;
- (xxii) all moneys at any time standing to the credit of any Bank Account and the debt represented by any such credit balance; and
- (xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

- (a) The New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Obligations, by way of floating charge, all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion) but in each case, so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the prior written consent of the Security Agent, create, or agree to attempt to create, or permit to subsist, any Security or any trust over any such Floating Charge Asset (except, in each case, as permitted under any Finance Document).
- (b) The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in clause 2) that the crystallisation provisions contained in clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, the New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

- (a) The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a **"security financial collateral arrangement"** for the purposes of the Financial Collateral Regulations.
- (b) The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise.

8. APPLICATION TO THE LAND REGISTRY

The New Chargor:

- (a) in relation to each register of title of any present and future Material Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following:
 - (i) a form AP1 (application to change the register) in respect of the security created by this Deed;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Deed;
 - (iii) a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [●] referred to on the charges register or their conveyancer.", and
 - (iv) a form CH2 (application to enter an obligation to make further advances); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, as soon as reasonably practicable following its execution of this Deed.

9. POWER OF ATTORNEY

9.1 Appointment of attorney

The New Chargor, by way of security, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf to:

- (a) comply with a further assurance, perfection or any other material obligation imposed on the New Chargor by this Deed which that New Chargor has failed to comply with within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) after the occurrence of a Declared Default which is continuing, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification**

The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

9.3 **Sums recoverable**

All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from the New Chargor under clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement.

10. **NOTICES**

Any communications to be made under or in connection with this Deed shall be made in accordance with the notice provisions of the Facilities Agreement.

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Deed.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the

laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

13.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

This Deed of Accession and Charge has been executed by the New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

SCHEDULE 1
REGISTERED LAND TO BE MORTGAGED

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
N/A	N/A	N/A	N/A	N/A

Part 1: Unregistered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
N/A	N/A	N/A	N/A

The address for service of the Security Agent in the case of registered land is:

Wilmington Trust (London) Limited, Third Floor, 1 King's Arm Yard, London EC2R 7AF
Email: GBollas@wilmingtontrust.com

Note: Incorporate here full details of all Land to be mortgaged under clause 3.2(a) (*Fixed security*) and which is registered at the Land Registry (this may include leases with at least seven years left to run and other unregistered land which becomes the subject of first registration at the Land Registry on execution of the Deed of Accession). Any title numbers must be set out here.

SCHEDULE 2
SPECIFIED INTELLECTUAL PROPERTY

Part 1: Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
N/A	N/A	N/A	N/A	N/A

Part 2: Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Renewal Date
N/A	N/A	N/A	N/A	N/A	N/A

Part 3: Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
N/A	N/A	N/A	N/A	N/A

Part 4: Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
N/A	N/A	N/A	N/A

Part 5: Other Intellectual Property of the Chargor

N/A

Part 6: Intellectual Property Licenses

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
N/A	N/A	N/A	N/A	N/A

SCHEDULE 3
SPECIFIED BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
N/A	N/A	N/A	N/A

SCHEDULE 4
NOTICE DETAILS

Name of Chargor	Company number	Jurisdiction of incorporation	Administrative details
St Ives Bay Holiday Park Ltd	13162823	England and Wales	Neill Ryder [REDACTED] [REDACTED]

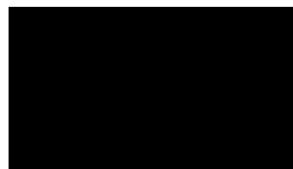
SCHEDULE 5
SPECIFIED INVESTMENTS

Name of New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
N/A	N/A	N/A

EXECUTION OF DEED OF ACCESSION AND CHARGE

THE NEW CHARGOR

Executed as a DEED by)
ST IVES BAY HOLIDAY PARK LTD)
acting by)

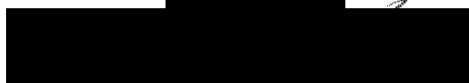


Signature of director

Name of director

N. P. O. O. O.

Signature of witness



Name of witness

CRAIG MCMAHAIL

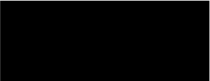
Address of witness






Occupation of witness

CHARTERED SURVEYOR

THE SECURITY AGENT
WILMINGTON TRUST (LONDON) LIMITED

.....
Name: 
CHRIS HURFORD
VICE PRESIDENT

Title:

Address: 
Attention: George Bollas
Telephone: 
Email: 

[Signature page to Deed of Accession and Charge]

THE PARENT

Acknowledged by

ARCHER BIDCO LIMITED

acting by



Name: N. RYDER

Title: DIRECTOR