

MR01

Particulars of a charge



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

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

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**

FRIDAY



L3Z842N5

LD3

16/01/2015

#85

COMPANIES HOUSE

1 Company details

Company number 0 1 2 7 6 3 8 3

Company name in full LADYCROFT LIMITED

8 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d4 m0 m1 y2 y0 y1 y5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Land and buildings on the East side of Coast Road, Corton (also known as Broadland Sands Holiday Park, Coast Road, Corton)- title number SK98983

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

9

Signature

Please sign the form here

Signature

Signature

X 

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Erin Ringland

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1276383

Charge code: 0127 6383 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2015 and created by LADYCROFT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2015.

Dx

Given at Companies House, Cardiff on 21st January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL

.....CM/Carina M. (Came 41

Accession Deed

DATE 14/1/15
THIS ACCESSION DEED is made on 14 January 2015
CMS Cameron McKenna LLP
Mitre House, 160 Aldersgate Street
London EC1A 4DB

~~19 December 2014~~

14 January 2015

ssy

- (1) **LADYCROFT LIMITED** (registered in England and Wales under number 01276383) (the “Additional Chargor”),
- (2) **CALEDONIA LION LIMITED**, (registered in England and Wales under number 08474797 (the “Parent”), and
- (3) **THE ROYAL BANK of SCOTLAND PLC** as security trustee for the Secured Parties (the “Security Trustee”)

WHEREAS:

- (A) This Deed is supplemental to a debenture (the “**Debenture**”) dated 11 November 2013 (as may be supplemented, amended or restated from time to time) between, inter alios, the Parent and the Security Trustee
- (B) The Additional Chargor has agreed to charge in favour of the Security Trustee, on the terms contained in the Debenture, all of its property, undertaking and assets to secure the Secured Liabilities (as defined in the Debenture), and to accede to the Debenture

1. Definitions and Interpretation

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

2. Accession by the Additional Chargor to the Debenture

- 2.1 The Additional Chargor agrees to be bound by the terms of the Debenture and to perform all its obligations (whether as Chargor or otherwise) under the Debenture (including for the avoidance of doubt, any guarantee obligations thereunder) with effect from the date of this Deed as if it had been an original party to the Debenture
- 2.2 All the provisions of the Debenture shall apply to this Deed and, subject to Clauses 3 (*Fixed Charge*) and 4 (*Floating Charge*) hereof, the security hereby constituted as if incorporated herein in full (*mutatis mutandis*) and the same shall be construed accordingly with the intent and effect that all the rights, obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the Debenture shall apply hereto and to the security hereby constituted as if expressly set out herein and references to the “Deed” and abbreviated references to the same by words such as “hereof”, “hereunder”, “hereto” or “herein”, shall be read and construed accordingly
- 2.3 The definition of “**Charged Property**” and each part thereof contained in the Debenture, shall for the avoidance of doubt, include all or the relevant part, of the rights, property, assets and undertaking mortgaged or charged as the case may be pursuant to Clauses 3 (*Fixed Charge*) and 4 (*Floating Charge*) of this Deed
- 2.4 The Additional Chargor covenants with the Security Trustee that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Debenture

- 2 5 The Parent (on behalf of itself and the other members of the Group which are parties to the Debenture) hereby agree to the Additional Chargor's accession

3. Fixed Security

- 3 1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of the Additional Chargor's right, title and interest in and to the freehold, commonhold and leasehold property (other than leasehold property with a lease for a remaining term of less than 15 years) now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*)) (other than any subject to an Exclusion unless and until the same is satisfied)
- 3 2 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of the Additional Chargor's right, title and interest in and to the following assets, both present and future
- 3 2 1 **Other *real property*** - all estates or interests in any freehold, commonhold or leasehold property (other than (i) such property effectively mortgaged under Clause 3 1 above; (ii) any property subject to an Exclusion unless and until the same is satisfied) and (iii) leasehold property with a lease for a remaining term of less than 15 years,
- 3 2 2 ***Licences on land*** - all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,
- 3 2 3 ***Rights as tenant*** - where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3 2 4 ***Rental income*** - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
- 3 2 5 ***Fixed or other plant and machinery*** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),
- 3 2 6 ***Insurances*** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
- 3 2 7 ***Book debts*** - all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,

- 3 2 8 **Bank accounts and deposits** - all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same), together with all moneys from time to time deposited in or standing to the credit of any Holding Account and/or Mandatory Prepayment Account
- 3 2 9 **Securities** - all Securities and their Related Rights,
- 3.2 10 **Goodwill and uncalled capital** – all of its goodwill and uncalled capital,
- 3.2 11 **Intellectual property** - all Intellectual Property,
- 3 2 12 **Business licences** - all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them,
- 3 2 13 **Contracts** – each of the Specified Contracts, together with each Hedging Agreement (to the extent not otherwise validly and effectively assigned pursuant to Clause 3 3 (*Assignment*) below and
- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

Assignment

- 3 3 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of the Additional Chargor's right, title and interest in and to each Hedging Agreement

4. Floating Charge

Creation of Floating Charge

- 4 1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of the Additional Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Additional Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*)
- 4 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*) above

Conversion by Notice

- 4 3 The Security Trustee may by notice in writing at any time to the Additional Chargor convert the floating charge created by the Additional Chargor pursuant to Clause 4 1 (*Creation of Floating Charge*) above with immediate effect into a fixed charge (either generally or specifically) as regards any assets of that Chargor specified in the notice if
- 4 3 1 an Event of Default has occurred and while the same is continuing, or
- 4 3 2 the Security Trustee reasonably considers (based on reasonable evidence) that any of the Security Assets may be in danger of being seized or sold pursuant to any form of legal process or that it is necessary to do so in order to protect or preserve the security constituted by this Deed

Automatic Conversion

- 4 4 Notwithstanding Clause 4 3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4 1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if
- 4 4 1 the Additional Chargor creates or attempts to create any Security over any of the Security Assets (except as expressly permitted by the terms of the Facilities Agreement or this Deed),
- 4 4 2 any person levies or takes formal steps to levy any distress, execution or other process against any of the Security Assets in which case the floating charge created by Clause 4 1 (*Creation of Floating Charge*) shall automatically be converted (without notice) with immediate effect into a fixed charge only over such Security Assets affected by such distress, execution or other process, or
- 4 4 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Additional Chargor

5. Further Advances

The Security Trustee covenants with the Additional Chargor that it shall perform its obligations to make advances under the Facilities Agreement (including any obligation to make available further advances)

6. Exclusion of Assets from Security

- 6.1 For each leasehold property (subject to Exclusions) (the “**Excluded Property**”), the Additional Chargor shall, upon request by the Security Trustee
- 6.1.1 apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of the date of such request and shall use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
- 6.1.2 upon reasonable request, keep the Security Trustee informed of its progress in obtaining such consent or waiver, and
- 6.1.3 forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy
- 6.2 Immediately upon receipt of the relevant waiver or consent, the relevant Excluded Property shall stand charged to the Security Trustee (as trustee for the Secured Parties) under Clause 3.1, 3.2.1, 3.2.2 or 3.2.3 (*Fixed Security*) as the case may be. If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Additional Chargor will execute a further valid fixed charge in such form as the Security Agent shall require
- 6.3 There shall be excluded from the Security created by Clauses 3.1, 3.2.1, 3.2.2 or 3.2.3 (*Fixed Security*) any Excluded Property held by an Additional Chargor until the relevant condition or waiver referred to in Clauses 6.2 and 6.3 (*Exclusion of Assets from Fixed Security*) has been satisfied and obtained. For the avoidance of doubt, no Excluded Property shall be excluded from the Security created by clause 4 (*Floating Charge*) by operation of this Clause 6.4 (*Exclusion of Assets from Fixed Security*)
- 6.4 If an Additional Chargor receives notice from a third party of its intention to bring proceedings against that Additional Chargor for the forfeiture of that Additional Chargor’s leasehold property which is (a) and Excluded Property, and (b) subject only to the Security created by Clause 4 (*Floating Charge*) (a “**Floating Charge Excluded Property**”), the relevant Additional Chargor will
- 6.4.1 as soon as reasonably practicable (and in any event within two Business Days of receipt of such notice or becoming aware of such intention), inform the Security Trustee of the proceedings, and
- 6.4.2 take all reasonable actions or which the Security Trustee may reasonably request to resolve any issue or dispute with such third party (a “**Property Dispute**”) in such a way as to enable the Security created over such Floating Charge Excluded Property by this deed to remain in place

7. Power of Attorney

Appointment and Powers

- 7.1 The Additional Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed, following the occurrence of an Event of Default that is continuing, to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for
- 7.1.1 carrying out any obligation imposed on the Additional Chargor by this Deed, and

- 7.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property)

Ratification

- 7.2 The Additional Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*) of the Debenture

8 Further Assurance

- 8.1 The Additional Chargor shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for

8.1.1 preserving, perfecting or protecting any Security Asset or the security constituted or intended to be constituted by this Deed over any Security Asset,

8.1.2 at any time after the security constituted by this Deed has become enforceable, facilitating the realisation of any Security Asset, and/or

8.1.3 at any time after the security constituted by this Deed has become enforceable, facilitating the exercise of all rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law in respect of any Security Asset,

including, without limitation, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Security Assets (whether to the Security Trustee or to its nominee(s)) and the giving of any notice, order or direction and the making of any registration which, in any such case, the Security Trustee may think expedient (acting reasonably) but such action being no more onerous than that required under the terms of this Deed

9. Notices

All Notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 25 (*Notices*) of the Debenture. The Additional Chargor's address of service is that set out with its signature below

10. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery

11. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written

Schedule 1

Real Property

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (other than leasehold property with a lease for a remaining term of less than 15 years) (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Premises at:	Class of Title	Registered at HM Land Registry under Title No
Land and buildings on the East Side of Coast Road, Corton (also known as Broadland Sands Holiday Park, Coast Road, Corton)	Absolute	SK98982

Part 2 - Unregistered Land


(Freehold or leasehold property (other than leasehold property with a lease for a remaining term of less than 15 years) (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

None at the date of this deed

Schedule 3

Specified Intellectual Property

Trade Marks

Name of Chargor	Mark Text	Registered Classes	Date of Registration
Ladycroft Limited	 The logo for Broadland Sands Holiday Park. It features the words "Broadland Sands" in a stylized, cursive script. Below this, the words "HOLIDAY PARK" are written in a bold, sans-serif font. The entire text is set against a background of a stylized sun or moon with wavy lines below it, suggesting a beach or coastal setting.	Unregistered	Not applicable

Schedule 4

Specified Securities

Security Holder	Security Issuer	Number of Securities held	Type of Securities held
None at the date of this Deed			

EXECUTION PAGE

THE ADDITIONAL CHARGOR

SIGNED AS A DEED by

for and on behalf of
LADYCROFT LIMITED
in the presence of



(Authorised Signatory)

Witness signature
Witness name
Witness address
Witness occupation




JAMES FREESTONE
CATTS GROVE, HADLOW DOWN ROAD, CROWBOROUGH TN6 3AG
ACCOUNTANT

THE PARENT

SIGNED AS A DEED by

for and on behalf of
CALEDONIA LION LIMITED
in the presence of



(Authorised Signatory)

Witness signature
Witness name
Witness address
Witness occupation



JAMES FREESTONE
CATTS GROVE, HADLOW DOWN ROAD, CROWBOROUGH TN6 3AG
ACCOUNTANT

THE SECURITY TRUSTEE

SIGNED AS A DEED by

for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
in the presence of

(Authorised Signatory)

Witness signature
Witness name
Witness address
Witness occupation

EXECUTION PAGE

THE ADDITIONAL CHARGOR

SIGNED AS A DEED by)
)
for and on behalf of)
LADYCROFT LIMITED) (Authorised Signatory)
in the presence of)

Witness signature
Witness name
Witness address
Witness occupation

THE PARENT

SIGNED AS A DEED by)
)
for and on behalf of)
CALEDONIA LION LIMITED) (Authorised Signatory)
in the presence of)

Witness signature
Witness name
Witness address
Witness occupation

THE SECURITY TRUSTEE

SIGNED AS A DEED by)
Andrew Smith)
for and on behalf of)
THE ROYAL BANK OF SCOTLAND PLC) (Authorised Signatory)
in the presence of)

Witness signature
Witness name
Witness address
Witness occupation

Nick Watkins
NICK WATKINS
BANKER

ASG
Syndicated Loans Agency
The Royal Bank of Scotland plc
250 Bishopsgate
London
EC2M 4AA