Company name: SYKES COTTAGES LTD
Company number: 04469189

Received for Electronic Filing: 28/01/2020

Details of Charge

Date of creation: 24/01/2020
Charge code: 0446 9189 0004
Persons entitled: GLAS TRUST CORPORATION LIMITED
Brief description:

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.
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 4469189

Charge code: 0446 9189 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th January 2020 and created by SYKES COTTAGES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2020.

Given at Companies House, Cardiff on 29th January 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
Accession Deed to the Debenture

This Deed is dated 24 January 2020

Between:

(1) The entities listed in Schedule 1 (each an "Additional Chargor" and together, the "Additional Chargors");

(2) Priestholm Midco II Ltd for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the "Parent"); and

(3) GLAS Trust Corporation Limited as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the "Security Agent").

Background:

(A) Each Additional Chargor is a Subsidiary of the Parent.

(B) The Parent has entered into a debenture dated 24 October 2019 (the "Debenture") between the Parent, the other Chargors under and as defined in the Debenture and the Security Agent.

(C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.

(D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Senior Facilities Agreement.

2. Accession

With effect from the date of this Deed each Additional Chargor:

(a) will become a party to the Debenture as a Chargor; and

(b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Security

Paragraphs (a) to (f) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.

(a) All the Security created by this Deed:

(i) is created in favour of the Security Agent;

(ii) is security for the payment, discharge and performance of all the Secured Obligations; and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
(b) Clauses 6 (Excluded Property) and 9.1 (Third Party Consents) of the Debenture shall apply to this Deed as if set out in full herein and as though references in those clauses to a "Chargor" shall be references to each Additional Chargor.

(c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

(d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 to this Deed does not affect the validity or enforceability of the Security created by this Deed.

(e) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3 (Fixed Charge), 4 (Assignments) and 5 (Floating Charge) of the Debenture including those assets more specifically referred to in paragraph (f) below (in each case subject to clause 6 (Excluded Property) of the Debenture).

(f) Subject to clause 6 (Excluded Property) of the Debenture, each Additional Chargor:

(i) charges by way of a first fixed charge all shares owned by it and specified in Part 1 of Schedule 2 to this Deed;

(ii) assigns by way of security, subject to a proviso for reassignment on redemption all of its Relevant Contracts and all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts and to the extent that they are not effectively assigned, each Additional Chargor charges by way of fixed charge all such amounts and rights;

(iii) charges by way of a first fixed charge all Plant and Machinery;

(iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 2 of Schedule 2 to this Deed; and

(v) charges by way of a first fixed charge all of its rights in respect of all Intellectual Property (including all Registered Intellectual Property) specified in Part 3 of Schedule 2 to this Deed and any future Intellectual Property (including all Registered Intellectual Property) acquired by each Additional Chargor at any time after the date of this Deed.

(vi) charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts specified in Part 4 of Schedule 2 to this Deed.

4. Miscellaneous

With effect from the date of this Deed:

(a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);

(b) any reference in the Debenture to "this Deed" and similar phrases will include this Deed and all references in the Debenture to "Schedule 2" (or any part of it) will include a reference to this Deed (or relevant part of it); and

(c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.
5. Law

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

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a
deed by the Parent and the Additional Chargors and is intended to be and is delivered by them as a
deed on the date specified above.
Schedule 1
The Additional Chargors

Sykes Cottages Holdings Limited
State of Incorporation: England
Registered Number: 09346246
Registered Office: One, St. Peter's Square, Manchester, M2 3DE

Go-Sykes Limited
State of Incorporation: England
Registered Number: 09329266
Registered Office: One, St. Peter's Square, Manchester, M2 3DE

Sykes Cottages Ltd
State of Incorporation: England
Registered Number: 04469189
Registered Office: One, St. Peter's Square, Manchester, M2 3DE

Manor Cottages Property Services Limited
State of Incorporation: England
Registered Number: 07675654
Registered Office: One, St. Peter's Square, Manchester, M2 3DE

Coast & Country Holidays Ltd
State of Incorporation: England
Registered Number: 06495419
Registered Office: One, St. Peter's Square, Manchester, M2 3DE
### Schedule 2
The Security Assets

#### Part 1
Charged Securities

<table>
<thead>
<tr>
<th>Chargor</th>
<th>Name of company in which shares are held</th>
<th>Name of nominee (if any) by whom shares are held</th>
<th>Class of shares held</th>
<th>Number of shares held</th>
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</thead>
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<tr>
<td>Sykes Cottages Holdings Limited</td>
<td>Go-Sykes Limited</td>
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<td>Sykes Cottages EBT Limited</td>
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<td>Go-Sykes Limited</td>
<td>Cornish Cottage Holidays Limited</td>
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<td>Cottage Holidays (Carlisle) Ltd</td>
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<td>B Ordinary</td>
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<td>Sykes Cottages Ltd</td>
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<td>Sykes Cottages Ltd</td>
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<td>Sykes Cottages Ltd</td>
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<td>Ordinary B</td>
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<tr>
<td>Chargor</td>
<td>Name of company in which shares are held</td>
<td>Name of nominee (if any) by whom shares are held</td>
<td>Class of shares held</td>
<td>Number of shares held</td>
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<td>D Ordinary</td>
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<td>Services Limited</td>
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<td>Coast &amp; Country Holidays Ltd</td>
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**Part 2**

**Relevant Contracts**

Any Hedging Agreements (as defined in the Facilities Agreement) entered into by an Additional Chargor.
### Part 3
Registered Intellectual Property Rights

<table>
<thead>
<tr>
<th>Owner</th>
<th>UK Trade Mark</th>
<th>Type</th>
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<td>Sykes Cottages Ltd</td>
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<td>Sykes Cottages Ltd</td>
<td>Menai Holiday Cottages</td>
<td>Word</td>
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<td>Sykes Cottages Ltd</td>
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<td>HOGANS IRISH COTTAGES</td>
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<td>HELPFUL HOLIDAYS</td>
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### Part 4
Accounts

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<th>Account Number</th>
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<td>Sykes Cottages Holdings Limited</td>
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<td>National Westminster Bank Plc</td>
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<td>Go-Sykes Limited</td>
<td>GBP current account</td>
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<td>Sykes Cottages Ltd</td>
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<td>GBP deposit account</td>
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Manor Cottages Property Services Limited  

None as at the date of this Deed.

<table>
<thead>
<tr>
<th>Charger</th>
<th>Description of Account</th>
<th>Account Number</th>
<th>Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coast &amp; Country Holidays Ltd</td>
<td>GBP account</td>
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<td>National Westminster Bank Plc</td>
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<td></td>
<td>GBP account</td>
<td></td>
<td>National Westminster Bank Plc</td>
</tr>
</tbody>
</table>
EXECUTION PAGES

The Additional Chargors

Executed as a Deed by
Sykes Cottages Holdings Limited
acting by Michael Graham
}

in the presence of

Witness's Signature

Name: Nicola Sale

Address: 

Occupation: CA

Director

Executed as a Deed by
Go-Sykes Limited
acting by Michael Graham
}

in the presence of

Witness's Signature

Name: Nicola Sale

Address: 

Occupation: 

[Signature Page – Security Assignment Deed]
Executed as a Deed by
Sykes Cottages Ltd
acting by Michael O'Mahon

in the presence of

Witness's Signature
Name: Nicola Sale
Address: 
Occupation: EA

Director

Executed as a Deed by
Manor Cottages Property Services Limited
acting by Michael O'Mahon

in the presence of

Witness's Signature
Name: Nicola Sale
Address: 
Occupation: EA

Director

[Signature Page — Security Accession Deed]
Executed as a Deed by
Coast & Country Holidays Ltd

acting by _Michael Graham_

in the presence of

Witness's Signature

Name: _Nicola Sale_

Address: 

Occupation: 

Director

[Signature Page - Security Accession Deed]
The Parent

Executed as a Deed by
Priestholm Mideo II Ltd

acting by Michael Cowan

in the presence of

Witness's Signature

Name: Nicola SACE

Address:

Occupation:
The Security Agent

Executed as a deed by GLAS Trust Corporation Limited
acting by Daniel Hayes
Transaction Manager

in the presence of:

Witness's Signature

Name: Maxine O'Hara

Address: [Redacted]

Occupation: Loan Closer