



Registration of a Charge

Company Name: **CRICK MARINA LIMITED**

Company Number: **07375751**



Received for filing in Electronic Format on the: **28/02/2022**

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Details of Charge

Date of creation: **28/02/2022**

Charge code: **0737 5751 0003**

Persons entitled: **AETHER FINANCIAL SERVICES UK LIMITED**

Brief description: **THE PROPERTY KNOWN AS LAND LYING TO THE NORTH OF WEST HADDON ROAD, CRICK WITH TITLE NUMBER NN177996. THE PROPERTY KNOWN AS LAND ADJOINING CRICK MARINA, WEST HADDON ROAD, CRICK, NORTHAMPTON, NN6 7SQ WITH TITLE NUMBER HN12234. THE PROPERTY KNOWN AS LAND LYING TO THE NORTH OF WEST HADDON ROAD, CRICK, NORTHAMPTON WITH TITLE NUMBER NN282429. THE PROPERTY KNOWN AS LAND LYING TO THE NORTH OF WEST HADDON ROAD, CRICK NORTHAMPTON WITH TITLE NUMBER NN280828. PLEASE SEE SCHEDULE 2 OF THE INSTRUMENT FOR FURTHER DETAILS.**

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 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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7375751

Charge code: 0737 5751 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2022 and created by CRICK MARINA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2022 .

Given at Companies House, Cardiff on 2nd March 2022

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**

SECURITY ACCESSION DEED

This Security Accession Deed is made on 28 February 2022

Between:

- (1) Aquavista Watersides 2 Ltd (registered in England with number 13740832 for itself and for the Chargors (the "Company");
- (2) Each entity listed in Schedule 1 (the "New Chargors" and each a "New Chargor"); and
- (3) Aether Financial Services UK Limited as agent and trustee for the Secured Parties (the "Security Agent"),

Whereas:

- (A) This Deed is supplemental to a debenture granted by, among others, the Company in favour of the Security Agent on 1 December 2021 (the "Debenture").
- (B) The New Chargors have also entered into an Accession Deed to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed.

This Security Accession Deed witnesses as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Security Accession Deed.
- 1.2 Clauses 1.2 (Construction), to 1.10 (Trusts) (of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those Clauses to this Deed shall be construed as references to this Security Deed of Accession.
- 1.3 In this Deed, unless the context otherwise requires, the following definitions shall apply:

Accession Shares

- (a) the shares described in Part 3 (*Shares*) of Schedule 2 to this Security Accession Deed;
- (b) all shares present and future held by the New Chargors in any company from time to time whether certificated or uncertificated, physical or dematerialised, registered or unregistered and whether held directly by or to the order of the New Chargors or by a trustee, custodian, fiduciary, clearance system or nominee on its behalf (including all rights against any such trustee, custodian, fiduciary, clearance system or nominee);
- (c) all Derivative Assets in relation to the shares referred to in paragraph (a) and (b); and
- (d) all Related Rights in respect of paragraphs (a) to (c) (inclusive).

Assigned Contract

each contract specified in Part 4 (*Assigned Contracts*) of Schedule 2 to this Security Accession Deed;

Other Accounts

each account specified in Part 5 (*Other Accounts*) of Schedule 2 to this Security Accession Deed.

2. CONFIRMATION

Each New Chargor confirms it has read and understood the content of the Debenture.

3. ACCESSION

With effect from the date of this Security Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. COVENANT TO PAY

Each New Chargor as primary obligor covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge to the Security Agent the Secured Liabilities when the same fall due for payment and discharge.

5. SECURITY

5.1 Without prejudice to the generality of Clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

5.1.1 charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of Schedule 2 to this Security Accession Deed (other than any Excluded Property);

5.1.2 charges by way of first fixed charge:

- (a) each Property (including the Property described in Part 1 (*The Property*) of Schedule 2 to this Security Accession Deed) (other than to the extent effectively mortgaged under sub-clause 5.1.1 above or any Excluded Property;)
- (b) all Plant and Machinery;
- (c) all Accession Shares;
- (d) all Debts;
- (e) all Other Accounts;
- (f) all Investments;
- (g) all Intellectual Property Rights, including the Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of Schedule 2 to this Security Accession Deed;
- (h) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
- (i) any Charged Agreements;
- (j) its goodwill and uncalled capital;
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the used of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (l) if not effectively assigned by Clause 5.1.3 below, all its rights and interests in (and claims under) the assets described in sub-clause 5.1.3; and
- (m) all Related Rights in respect of each of the above.

5.1.3 by way of absolute assignment by way of security:

- (a) all Insurance Proceeds;
- (b) any proceeds of sale of its Property;
- (c) the Lease Documents;
- (d) each Relevant Agreement to which it is a party;
- (e) each Intra-Group Loan; and
- (f) all Related Rights in respect of each of the above.

5.1.4 by way of first floating charge, all its undertaking and assets (wherever located and whether present or future) other than those assets which are effectively charged by way of first fixed charge or legal mortgage under Clauses 5.1.1 and 5.1.2 above or which are effectively assigned by way of security under sub-clause 5.1.3 above.

5.2 Without prejudice to the generality of Clause 3 (*Accession*) of this Security Accession Deed, clause 3.7 (*Leases requiring third party consent to charging*) of the Debenture shall apply to this Security Accession Deed as if set out in full herein.

5.3 Notwithstanding the other terms of Clause 5.1.3 prior to the occurrence of a Declared Default, each New Chargor may, subject to the other terms of the Finance Documents, continue to execute all and any of its rights under and in connection with the Relevant Agreements.

5.4 The floating charge created by Clause 5.1.4 above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

6. CONSTRUCTION

Save as specifically varied in respect of the New Chargors only, the Debenture shall continue and remain in full force and effect and this Security Accession Deed shall be read and construed as one with the Debenture so that all references to “**this Deed**” in the Debenture shall include reference to this Security Accession Deed.

7. POWER OF ATTORNEY

7.1 Each New Chargor, by way of security, irrevocably and severally appoints each of the Security **Agent** and any Receiver (and any of their Delegates) as its attorney (with full power of substitution and delegation) in its name and on its behalf and to:

7.1.1 execute, deliver and perfect all deeds, instruments and other documents; and

7.1.2 to do or cause to be done all acts and things,

in each case:

(a) following a Declared Default; or

(b) following a written request made by the Security Agent to a Chargor to (i) execute, seal and/or deliver (using the company seal where appropriate) and otherwise perfect any deed, instrument and other document and/or (ii) to take any other action in each case which that Chargor is obliged to execute, deliver, take or otherwise do under this Deed, and such request has not been fully complied with within 5 Business Days of such request having been made.

7.2 Each New Chargor covenants with each of the Security Agent and any Receiver (or any of their Delegates) to ratify and confirm all such acts or things made, done or executed by that attorney.

8. FINANCE DOCUMENT

This Security Accession Deed is a Finance Document.

9. 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.

10. GOVERNING LAW AND JURISDICTION

Clause 21 (*Governing law*) and 22 (*Jurisdiction*) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Company and each New Chargor and is delivered on the date given at the beginning of this Deed

Schedule 1 to Security Accession Deed
New Chargors

Name of Additional Guarantor	Original Jurisdiction	Registration number (or equivalent, if any)
Castle Marinas Limited	England and Wales	05686351
Birdham Pool Ltd	England and Wales	00372062
Buckden Marina Limited	England and Wales	05865308
Castle Marinas One Limited	England and Wales	07757395
Clarence Marina Limited	England and Wales	06017948
Crick Marina Limited	England and Wales	07375751
Cropredy Marina Limited	England and Wales	07572555
Nottingham Castle Marina Limited	England and Wales	02758408
Ventnor Marina Limited	England and Wales	06377573
Wigrams Turn Marina Limited	England and Wales	02797441

Schedule 2 to Security Accession Deed
Part 1 – Property

Chargor	Address or Description of Property	Title Number (if registered)
Birdham Pool Limited	Birdham Pool, Birdham, Chichester, PO20 7BG	WSX257452
Castle Marinas One Limited	Land on the south side of Cathiron Lane, Cathiron, Rugby, CV23 0JH	WK412829
Castle Marinas One Limited	Land lying to the south of Cathiron Lane, Cathiron, Rugby	WK422883
Castle Marinas One Limited	Freehold land shown edged in red on the plan, and being part of the disused cana arm, Fennis Fields, Kings Newnham, Rugby	WK416287
Castle Marinas One Limited	Land forming part of a disused canal arm, Feenis Fields, Kings Newnham, Rugby	WK422880
Buckden Marina Limited	Marina Basin and Waterski Lake, Buckden Marina, Mill Road, Huntingdon	CB311172
Clarence Marina Limited	Foreshore Weevil Lake, Royal Clarence Yard, Weevil Lane, Gosport	HP622988
Clarence Marina Limited	The Bridgehead, Land Royal, Clarence Marina, Royal Clarence Yard, Weevil Lane, Gosport, PO12 1AX	HP702189
Clarence Marina Limited	Unit 4, Salt Meat Lane, Gosport, PO12 1GJ	HP801612
Crick Marina Limited	Land lying to the north of west haddon road, Crick	NN177996
Crick Marina Limited	Land Adjoining Crick Marina, West Haddon Road, Crick, Northampton, NN6 7SQ	HN12234
Crick Marina Limited	Land lying to the north of west haddon road, Crick, Northampton	NN282429
Crick Marina Limited	Land lying to the north of west haddon road, Crick Northampton	NN280828

Cropredy Marina Limited	Cropredy Marina, Oxford Canal, Cropredy, Banbury	ON303946
Cropredy Marina Limited	Cropredy Marina, Oxford Canal, Cropredy, Banbury	ON359004
Nottingham Castle Marina Limited	Land lying to the south west of Castle Marina Park, Nottingham	NT294886
Nottingham Castle Marina Limited	Nottingham canal, lying to the south of Castle Boulevard, Nottingham	NT130288
Ventnor Marina Limited	Ventnor Farm Marina, Calcutt Lane, Stockton, Southam, CV23 8HY	WK440800
Wigrams Turn Marina Limited	Wigrams Turn Marina, Shuckburgh Road, Napton, Southam, CV47 8NL	WK341119

Part 2 - Intellectual Property Rights

None as at the date of this Deed

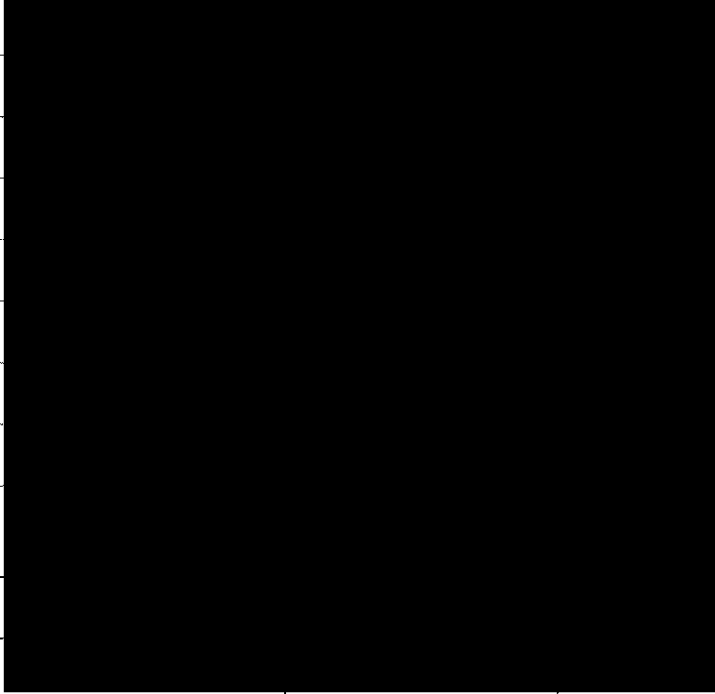
Part 3 – Shares

Chargor	Issuer of shares	Number and class of shares
Castle Marinas Limited	Birdham Pool Ltd	3944 Ordinary Shares of £1 each
Castle Marinas Limited	Buckden Marina Limited	2 Ordinary Shares of £1 each
Castle Marinas Limited	Castle Marinas One Limited	2 Ordinary Shares of £1 each
Castle Marinas Limited	Clarence Marina Limited	2 Ordinary Shares of £1 each
Castle Marinas Limited	Crick Marina Limited	1 Ordinary Share of £1
Castle Marinas Limited	Cropredy Marina Limited	1 Ordinary Share of £1
Castle Marinas Limited	Nottingham Castle Marina Limited	200,000 Ordinary Shares of £1 each
Castle Marinas Limited	Ventnor Marina Limited	2 Ordinary Shares of £1 each
Castle Marinas Limited	Wigrams Turn Marina Limited	2,710,678 Ordinary Shares of £1 each

Part 4 - Assigned Contracts

None as at the date of this Deed

Part 5 - Other Accounts

Name of Bank	Account Number	Sort Code	Account Holder
			Birdham Pool Ltd
			Buckden Marina Limited
			Castle Marinas Limited
			Castle Marinas Limited
			Castle Marinas One Limited
			Clarence Marina Limited
			Crick Marina Limited
			Cropredy Marina Limited
			Nottingham Castle Marina Limited
			Ventnor Marina Limited
			Wigram Turn Marina Limited

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Company

Executed as a deed by
Aquavista Watersides 2 Ltd
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

New Chargors

Executed as a deed by
Castle Marinas Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Birdham Pool Ltd
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Buckden Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Castle Marinas One Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Clarence Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Crick Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Cropredy Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Nottingham Castle Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Ventnor Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Executed as a deed by
Wigrams Turn Marina Limited
acting by two directors or by a director and its
secretary

)
) Director [Redacted]
)
) [Redacted]
)
) Director/Secretary

Security Agent



Signed by _____)
Director _____)
for and on behalf of _____)
AETHER FINANCIAL SERVICES UK LIMITED)
_____)