

MG01

Particulars of a mortgage or charge



057491/39

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is not for**
You cannot use this form to register
particulars of a charge on a
company. To do this you must use
form MG01s

WEDNESDAY



SCT *S25HE06R* 03/04/2013 #223

COMPANIES HOUSE

Please
visit
www.gov.uk

Official use

1 Company details

Company number 0 8 1 5 9 3 0 8

Company name in full Willoughby (712) Limited (the "Chargor")

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d2 d7 m0 m3 y2 y0 y1 y3

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Standard security

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured the Secured Liabilities

For capitalised terms not defined in this MG01, please see the MG01
continuation page attached

Continuation page
Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Lloyds TSB Bank plc (the "Security Agent")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars ALL and WHOLE the tenant's interest in the subjects known as and forming Strathyre Cabin Site, by Loch Lubnaig, Callander, which interest is registered in the Land Register of Scotland under Title Number PTH28935

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X  X

PARTNER FOR TODS MURRAY LLP

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

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name FMB LZM L00696 1076

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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 N R 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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Agent" means Lloyds as agent of the Finance Parties,</p> <p>"Arranger" means Lloyds as arranger,</p> <p>"Borrower" means Willoughby as borrower,</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (<i>Form of Compliance Certificate</i>) of the Facility Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Facility Agreement" means the senior facility agreement dated 21 September 2012 between, the Borrower, Lloyds as Arranger, Original Lender, Original Hedge Counterparty, Agent and the Security Agent, as the same may be varied, amended, supplemented, restated or novated in any way from time to time, under which the Lenders agree to make available to the Borrower a sterling term loan facility,</p> <p>"Finance Document" means each of the Facility Agreement, any Compliance Certificate, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, any Transaction Security Document, any Transfer Certificate, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Borrower provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of</p> <ul style="list-style-type: none"> (a) the definition of "Material Adverse Effect", as defined in the Facility Agreement, (b) the definition of "Transaction Document" as defined in the Facility Agreement, (c) the definition of "Transaction Security Document" as defined in the Facility Agreement, (d) paragraph (a)(iv) of Clause 1 2 (<i>Construction</i>) of the Facility Agreement, (e) Clause 19 (Guarantee and Indemnity) of the Facility Agreement, and (f) Clause 26 (<i>Events of Default</i>) (other than paragraph (b) of Clause 26 18 (<i>Repudiation and rescission of agreements</i>) and Clause 26 23 (<i>Acceleration</i>)) all of the Facility Agreement, <p>"Finance Party" means each of the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of</p> <ul style="list-style-type: none"> (a) the definition of "Secured Parties", (b) paragraph (a)(i) of Clause 1 2 (<i>Construction</i>) of the Facility Agreement, (c) paragraph (c) of the definition of Material Adverse Effect as defined in the Facility Agreement, (d) Clause 19 (Guarantee and Indemnity) of the Facility Agreement, and (e) Clause 29 20 (Conduct of business by the Finance Parties) of the Facility Agreement <p>"Hedge Counterparty" shall have the meaning given to that term in the Facility Agreement,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Hedging Agreement" shall have the meaning given to that term in the Facility Agreement,

"Hedging Letter" shall have the meaning given to that term in the Facility Agreement,

"Intercreditor Agreement" means the Intercreditor Agreement dated 21 September 2012 between, *inter alios*, the parties to the Facility Agreement, the Borrower and the Security Agent as amended by a deed of amendment dated 28 February 2013 and shall include any other intercreditor agreement from time to time entered into between, *inter alia*, the Secured Parties, governing the ranking and priority of (amongst other things) the Standard Security and the Secured Liabilities;

"Lender" means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 27 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement,

"Lloyds" means LLOYDS TSB BANK PLC a company incorporated under the Companies Acts in England and Wales with company number 2065 having their registered office at 25 Gresham Street, London EC2V 7HN and having an office at Corporate Customer Services, City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent ME8 0LS,

"Original Hedge Counterparty" means Lloyds as original hedge counterparty,

"Original Lenders" means the parties listed in Part II of Schedule 1 of the Facility Agreement,

"Receiver" shall have the meaning given to that term in the Facility Agreement,

"Secured Liabilities" means all present and future monies, obligations and liabilities now or hereafter due, owing or incurred by the Chargor to the Finance Parties (or any of them), under the Finance Documents (or any of them), any other facility or hedging agreement or other form of financial accommodation (howsoever described) in any manner and in any currency or currencies, whether actual or contingent and whether joint or several, as principal or surety and/or in any other capacity, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document

(a) interest at the rate charged by the Security Agent (and/or for the Secured Parties), calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or in the absence of agreement, monthly on the days selected by the Security Agent, (and/or for the Secured Parties) and,

(b) expenses the Security Agent or a Receiver incur (on a full indemnity basis and with interest from the date of payment) in connection with

(i) the property and assets charged by or assigned under the Standard Security and any part thereof,

(ii) taking, perfecting, protecting, enforcing or exercising any-

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>power under the Standard Security,</p> <p>"Security Agent" means Lloyds as security agent and trustee for the Finance Parties which term shall include any person appointed as Security Agent or as an additional Security Agent in accordance with the terms of the Intercreditor Agreement,</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate,</p> <p>"Standard Security" means the standard security dated 28 February 2013 by the Chargor in favour of the Security Agent and registered in the Land Register of Scotland on 27 March 2013,</p> <p>"Transaction Security Documents" shall have the meaning given to that term in the Facility Agreement,</p> <p>"Transfer Certificate" shall have the meaning given to that term in the Facility Agreement,</p> <p>"Utilisation Request" shall have the meaning given to that term in the Facility Agreement, and</p> <p>"Willoughby" means Willoughby (712) Limited a private limited company incorporated under the Companies Acts in England and Wales with registered number 08159308 and having its registered office at Bath Yard, Bath Lane, Moira, Swadlincote, Derbyshire, United Kingdom DE12 6BA</p>	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form to give
notice of a certificate of registration
for a company registered in Scotland

WEDNESDAY



SCT 03/04/2013 #222
COMPANIES HOUSE

ase
uk

1

Company details

Company number 0 8 1 5 9 3 0 8

Company name in full Willoughby (712) Limited (the "Chargor")

For official use

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

All fields are mandatory unless
specified or indicated by *

2

Date charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①
being a Standard Security dated 28 February 2013 granted by
the Chargor in favour of Lloyds TSB Bank plc as security agent

was presented for registration on

2 7 0 3 2 0 1 3

Jurisdiction

in ②

- ☒ Scotland
☐ England and Wales
☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate

3

Signature

Please sign the form here

Signature

Signature

✗  PARTNER FOR TODS MURRAY LLP ✗

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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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 FMB LZM L00696 1076

Company name
Tods Murray LLP

Address
Edinburgh Quay
133 Fountainbridge

Post town
Edinburgh

County/Region

Postcode
E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



Important information

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



Where to send

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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 N R Belfast 1



Further information

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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 MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 8159308

CHARGE NO. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 28 FEBRUARY 2013 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 27 MARCH 2013 AND
CREATED BY FOREST HOLIDAYS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
FORMERLY KNOWN AS WILLOUGHBY (712) LIMITED TO THE
FINANCE PARTIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 3 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 APRIL 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES