



**Registration of a Charge**

Company name: **FOREST HOLIDAYS LIMITED**

Company number: **08159308**



X3AYD0F4

Received for Electronic Filing: **27/06/2014**

---

**Details of Charge**

Date of creation: **19/06/2014**

Charge code: **0815 9308 0022**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE LEASEHOLD LAND KNOWN AS CHRISTCHURCH CAMPSITE,  
BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD**

**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: **SGH MARTINEAU LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8159308

Charge code: 0815 9308 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2014 and created by FOREST HOLIDAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2014 .

Given at Companies House, Cardiff on 30th June 2014

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

**DATED**

**19 June**

**2014**

**FOREST HOLIDAYS LIMITED**

**as Chargor**

**and**

**LLOYDS BANK PLC**

**as Security Agent**

---

**SUPPLEMENTAL CHARGE BY WAY OF  
LEGAL MORTGAGE**

---



No 1 Colmore Square, Birmingham, B4 6AA  
T: 44(0)800 763 1000 F:44(0)800 763 2001 DX 721090 Birmingham 43  
Also At: One America Square, Crosswall, London, EC3N 2SG  
DX 700 London City  
[www.sghmartineau.com](http://www.sghmartineau.com) Email: [lawyers@sghmartineau.com](mailto:lawyers@sghmartineau.com)

## **CONTENTS**

1.	DEFINITIONS AND INTERPRETATION	1
2.	CHARGING PROVISIONS	2
3.	LAND REGISTRY	3
4.	NOTICES OF ASSIGNMENTS AND CHARGES	3
5.	FINANCE DOCUMENT	3
6.	COUNTERPARTS	3
7.	GOVERNING LAW	3
8.	ENFORCEMENT AND JURISDICTION	4
	SCHEDULE PROPERTIES	5

This Deed is made on

19 June

2014

Between

- (1) **Forest Holidays Limited** (registered in England with number 08159308) (**Chargor**); and
- (2) **Lloyds Bank plc** (registered in England with number 2065) as security agent for the Finance Parties (**Security Agent**), which term shall include any person appointed as security agent or as an additional agent in accordance with the terms of the Facility Agreement.

It is agreed

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

**Debenture** means the composite debenture dated 21 September 2012 made between the Chargor, Forest Holidays (Scotland) LLP, Willoughby (711) Limited (now known as Forest Holidays Group Limited) and Forest Holidays LLP (now known as FH England LLP) and the Security Agent.

**Property** means the property described in the Schedule (Property).

**Plan** means the plan annexed to this Deed at Appendix 1.

1.2 **Interpretation**

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clause 1.2(e) (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed.

1.3 **Third Party Rights**

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 **Debenture**

- (a) This Deed is supplemental to the Debenture.

- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets for the purposes of the Debenture.
- (c) Clause 2 (Covenant to pay), 3.6(e), 5.1 (Negative Pledge and Disposal Restrictions), 5.4 (Title Documents), 5.6 (Further Assurance), 8.9 (Power of Attorney), 8.10 (Ratification of Acts of Attorney), 8 (Enforcement) to 11.10 (Partial Invalidity) (inclusive) shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed.
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed.

## 1.5 **Incorporated Terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Liabilities are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 2. **CHARGING PROVISIONS**

### 2.1 **General**

All Security created by the Chargor under clauses 2.2 and 2.3 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Agent as security agent for the Finance Parties.

### 2.2 **First Legal Mortgages**

The Chargor charges by way of first legal mortgage the Property and all Fixtures on such Property for the time being and shall enter into a standard security in relation to each Scottish Property.

### 2.3 **Assignments**

The Chargor assigns:

- (a) all rental income in respect of the Property, and all other sums, payable to it by any person in respect of the Property;
- (b) all its right, title and interest in, to and under the Relevant Agreements relating to the Property to which it is a party; and
- (c) any guarantee or security for the performance of the Relevant Agreements relating to the Property to which it is a party;
- (d) the Relevant Policies relating to the Property to which it is a party.

The Chargor shall remain liable and undertakes to perform all its obligations under each such Relevant Agreement, each such guarantee or security and each Relevant Policy to which it is a party.

### 3. **LAND REGISTRY**

#### 3.1 **Application for Restriction**

- (a) In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property.
- (b) The Chargor confirms that so far as the Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

#### 3.2 **Tacking and Further Advances**

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Chargor and this security has been made for securing such further advances. The Security Agent and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property.

### 4. **NOTICES OF ASSIGNMENTS AND CHARGES**

#### 4.1 **Relevant Agreements**

The Chargor shall comply with its obligations under clause 5.5(a) (Relevant Agreements) of the Debenture in respect of each Relevant Agreement assigned under clause 2.3 (Assignments).

#### 4.2 **Relevant Policies**

The Chargor shall comply with its obligations under clause 5.5(b) (Relevant Policies) of the Debenture in respect of each Relevant Policy assigned under clause 2.3 (Assignments).

#### 4.3 **Charged Accounts**

The Chargor shall comply with its obligations under clause 5.5(c) (Charged Accounts) of the Debenture in respect of each Charged Account charged under clause 3.4(i) of the Debenture (Other Charges).

### 5. **FINANCE DOCUMENT**

This Deed is a Finance Document.

### 6. **COUNTERPARTS**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by email, attachment or telecopy shall be an effective mode of delivery.

### 7. **GOVERNING LAW**

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

8. **ENFORCEMENT AND JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 8 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (d) Each Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

**This Deed** has been entered into as a deed on the date given at the beginning of this Deed.



## **SCHEDULE**

### **PROPERTY**

<b>Property Description</b>	<b>Documents</b>
The leasehold land known as Christchurch Campsite, Bracelands Drive, Christchurch, Coleford	Comprised in a lease dated on or around the date hereof and made between (1) Evans Forest Holdings Limited and (2) Forest Holidays Limited and shown edged red on the attached plan

**Chargor**

Executed as a deed by )  
**FOREST HOLIDAYS LIMITED** )  
acting by a director in the presence )  
of:- ) .....  
Director

Witness signature: .....

Witness name: .....

Witness address: .....

.....

.....

**The Security Agent**

Executed and delivered as a deed )  
by RICHARD SMITH )  
as attorney for **Lloyds Bank plc** )  
in the presence of:- ) .....  
Attorney



Signature of witness: .....

Name: MARC TUDOR .....

Address: NO 1 COLMORE SQUARE .....

BIRMINGHAM .....

.....

**Chargor**

Executed as a deed by  
**FOREST HOLIDAYS LIMITED**  
acting by a director in the presence  
of:-

)  
)  
)  
) .....  
Director

Witness signature: .....  
*C. J. Butler*

Witness name: .....

Witness address: *4 College Row*  
*OX29 9TP*  
.....  
.....

**The Security Agent**

Executed and delivered as a deed  
by  
as attorney for **Lloyds Bank plc**  
in the presence of:-

)  
)  
)  
) .....  
) Attorney

Signature of witness; .....

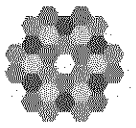
Name: .....

Address: .....  
.....  
.....



Land Registry  
Official copy of  
title plan

Title number **GR367692**  
Ordnance Survey map reference **SO5612NE**  
Scale **1:2500**  
Administrative area **Gloucestershire : Forest of Dean**



© Crown copyright and database rights 2012 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.  
The land tinted green is not included in this title.



