



Registration of a Charge

Company name: **FOREST HOLIDAYS LIMITED**

Company number: **08159308**



X3N0GT43

Received for Electronic Filing: **18/12/2014**

Details of Charge

Date of creation: **17/12/2014**

Charge code: **0815 9308 0027**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE LEASEHOLD LAND AND BUILDINGS KNOWN AS: 1. COMMON FACILITIES BUILDING AT BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD, GLOUCESTERSHIRE COMPRISED IN A LEASE DATED ON OR ABOUT THE DATE HEREOF AND MADE BETWEEN (1) THE SECRETARY OF STATE FOR ENVIRONMENT FOOD AND RURAL AFFAIRS (2) FOREST HOLIDAYS LIMITED AND SHOWN EDGED ORANGE AND EDGED RED (LESS THE AREA SHOWN HATCHED BLUE THAT SITS WITHIN THE RED EDGING) ON THE ATTACHED PLAN. 2. COMMON FACILITIES BUILDING AT BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD, GLOUCESTERSHIRE COMPRISED IN A SUB-LEASE AND DATED ON OR AROUND THE DATE HEREOF AND MADE BETWEEN (1) EVANS FOREST HOLIDAYS LIMITED (2) FOREST HOLIDAYS LIMITED AND SHOWN EDGED ORANGE AND EDGED RED (LESS THE AREA SHOWN HATCHED BLUE THAT SITS WITHIN THE RED EDGING) ON THE ATTACHED PLAN.**

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: **SGH MARTINEAU LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2014 and created by FOREST HOLIDAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2014 .

Given at Companies House, Cardiff on 19th December 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 17 December 2014

FOREST HOLIDAYS LIMITED

as Chargor

and

LLOYDS BANK PLC

as Security Agent

**SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE**

I certify that save for material redacted
pursuant to Section 859G of the Companies Act 2006
this copy instrument is a correct copy
of the original instrument

Dated: 18 December 2014

Signed:

SGH Martineau LLP

SGH Martineau LLP

No. 1 Colmore Square Birmingham B4 6AA

REF: NXT/LL006-762



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This Deed is made on

17 December

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

Property Description	Documents
The leasehold land and buildings known as Common Facilities Building at Bracelands Drive, Christchurch, Coleford, Gloucestershire.	Comprised in a lease dated on or around the date hereof and made between (1) The Secretary of State for Environment Food and Rural Affairs (2) Forest Holidays Limited and shown edged orange and edged red (less the area shown hatched blue that sits within the red edging) on the attached plan.
The leasehold land and buildings known as Common Facilities Building at Bracelands Drive, Christchurch, Coleford, Gloucestershire.	Comprised in a sub-lease dated on or around the date hereof and made between (1) Evans Forest Holdings Limited (2) Forest Holidays Limited and shown edged orange and edged red (less the area shown hatched blue that sits within the red edging) on the attached plan.

Chargor

1 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)
as attorney for **Lloyds Bank plc**)
in the presence of:-)
Attorney

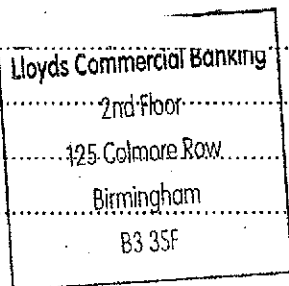
Signature of witness;

Name:

Address:

.....

.....



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)
as attorney for **Lloyds Bank plc**)
in the presence of:-)
Attorney

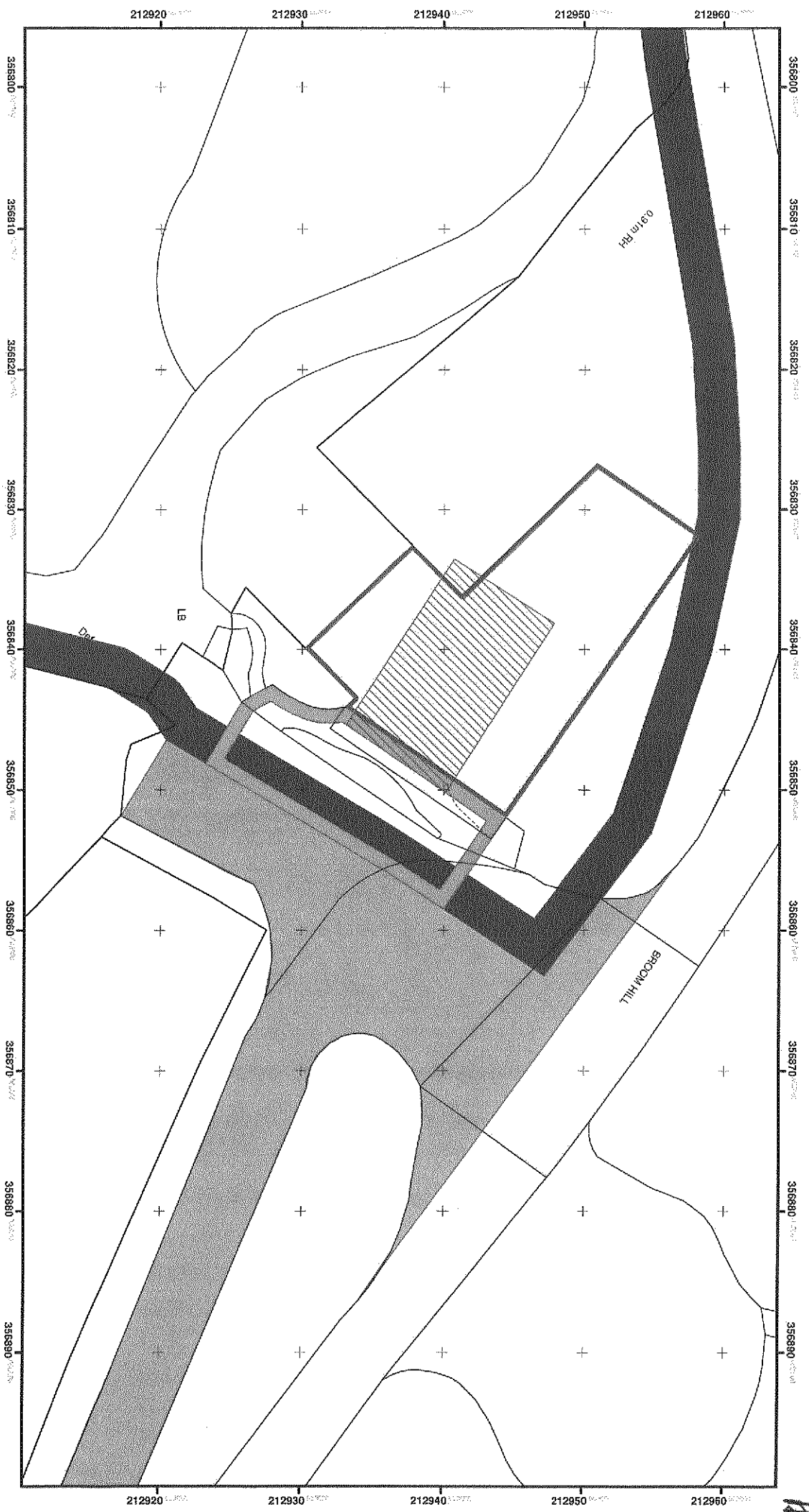
Signature of witness;

Name:

Address:

.....

.....



Compilation drawing of reception building

- Extent of Christchurch Lease area
- Extent of access for Lease area
- Building area shown in current lease
- Footprint of existing building
- Area of access to existing building

<p>WEST ENGLAND FOREST DISTRICT</p> <p>SUBJECT Reception Building, Forest Holidays</p>			
Scale	1:200@A3	Nat Grid Ref	SO5684 1293
Map Nos	SO5612	1:50,000	162
1:2500 edn	2013	County	Gloucestershire
		File No	AD/18/4
<p>Prepared by: D.H. Date 22/05/14</p> <p>Any linear measurements shown are in METERS</p>		<p>Reproduced from the Ordnance Survey Map with the Permission of the Controller of the Crown Copyright, OS Licence number 100025486.</p> <p>FORESTRY COMMISSION</p>	
<p>Forestry Commission</p>		<p>N</p>	