



Registration of a Charge

Company name: **FOREST HOLIDAYS LIMITED**

Company number: **08159308**



X3YFKUW1

Received for Electronic Filing: **05/01/2015**

Details of Charge

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

Charge code: **0815 9308 0031**

Persons entitled: **EVANS FOREST HOLDINGS LIMITED**

Brief description: **PREMISES KNOWN AS COMMON FACILITIES BUILDING, BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD, GLOUCESTERSHIRE.**

Contains fixed 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.**

Certified by:

ELIZABETH CARTWRIGHT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0031

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 5th January 2015 .

Given at Companies House, Cardiff on 6th January 2015

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

(1) FOREST HOLIDAYS LIMITED
(as MORTGAGOR)

(2) EVANS FOREST HOLDINGS LIMITED
(as MORTGAGEE)

LEGAL MORTGAGE

relating to premises known as Common Facilities Building, Bracelands Drive, Christchurch,
Coleford, Gloucestershire

We certify this document as a
true copy of the original

Date 22.12.2014
EVERSHEDS LLP

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THIS DEED is made on 17 December 2014

BETWEEN:-

- (1) **FOREST HOLIDAYS LIMITED** (No. 08159308) whose registered office is at Bath Yard, Moira, Swadlincote, Derbyshire, DE12 6BA (the "**Mortgagor**"); and
- (2) **EVANS FOREST HOLDINGS LIMITED** registered in Jersey (No. 102468J) whose registered office is 13 Castle street, St Helier, Jersey, JE4 5UT and whose address for service in England and Wales is c/o Evans Management Limited, Millshaw, Leeds, LS11 8EG (the "**Mortgagee**").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Charged Property"	means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Mortgagee by or pursuant to this Deed
"Deed of Priorities"	means a deed of priorities dated 28 February 2013 as the same may be amended, supplemented and restated from time to time and made between (1) Evans Forest Holdings No. 2 Limited (2) Evans Forest Holdings Limited (3) Lloyds TSB Bank Plc (now known as Lloyds Bank plc) (4) LDC (Managers) Limited (5) Gary Fletcher and (6) Willoughby (712) Limited (now known as Forest Holidays Limited).
"Default Rate"	means four per cent. per annum
"Event of Default"	means the Head Landlord taking express action to re-enter the Property in accordance with clause 6 of the Headlease
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures
"Head Landlord"	means The Secretary of State for the Environment, Food and Rural Affairs, acting through Forestry Commission England and which expression includes any successors in title and all superior landlords however remote
"Headlease"	the lease dated on or around the date of this Deed and made between (1) the Head Landlord and (2) Forest Holidays Limited by which the Property was demised to Forest Holidays Limited for a term from and including the date of the Lease to and including 31 March 2131 to be registered at the Land Registry as amended by any deeds or documents expressly or impliedly supplemental to it and subject to and with the benefit of the Underlease which is in turn subject to and has the benefit of the Sub-Underlease
"Land"	means any estate, right or interest or over land, whether legal or equitable, and wherever the land is situated, including any buildings and Fixtures on land, and the benefit of any covenants or rights owned to any person or

	enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes, " Land " excludes heritable property situated in Scotland
"LPA"	means the Law of Property Act 1925
"Property"	means all the premises defined in and demised by the Headlease which is shortly known as Common Facilities Building, Bracelands Drive, Christchurch, Coleford, Gloucestershire and includes all buildings on such land from time to time, all alterations and additions from time to time, all items from time to time present which are in the nature of being landlord's fixtures and fittings from time to time present within the Property, but excludes any items which are in the nature of being tenant's or trade fixtures and fittings
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	means in relation to any Charged Property:- <ul style="list-style-type: none"> (a) the proceeds of sale of any part of the Charged Property; (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property; (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property; and (d) any moneys and proceeds paid or payable in respect of the Charged Property
"Secured Liability"	means any liability expressed to be due, owing or payable by the Mortgagor to the Mortgagee pursuant to the terms of the Underlease and/or by the Mortgagor to the Mortgagee under the Sub-Underlease, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (together the " Secured Liabilities ")
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which the Mortgagee is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated
"Sub-Underlease"	means the sub-underlease of the Property dated on or around the date of this Deed and made between (1) the Mortgagee and (2) the Mortgagor by which the Property was sub-underlet by the Mortgagee to the Mortgagor for the term and at the rent set out in that lease and which is to be registered at the Land Registry (as amended by any deeds

or documents expressly or impliedly supplemental to it)

"Underlease"

means the underlease of the Property dated on or around the date of this Deed and made between (1) the Mortgagor and (2) the Mortgagee by which the Property was underlet by the Mortgagor to the Mortgagee for the term and at the rent set out in that lease which is to be registered at the Land Registry (as amended by any deeds or documents expressly or impliedly supplemental to it)

1.2 Incorporation of Terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Underlease have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clause 1.2 of the Underlease shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally).

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Mortgagee.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Underlease are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

The Mortgagor covenants that it will pay and discharge any or all of the Secured Liabilities when due.

3. GRANT OF SECURITY

3.1 Security

As a continuing security for payment of the Secured Liabilities the Mortgagor with full title guarantee charges to the Mortgagee all its right, title and interest from time to time in and to each of the following:-

- (a) the Property by way of first legal mortgage;
- (b) by way of first fixed charge:-
 - (i) the Property; and
 - (ii) all Related Rights in respect of the Charged Property.

4. APPLICATION TO THE LAND REGISTRY

The Mortgagor and the Mortgagee apply to the Land Registry for a restriction in the following terms to be entered on to the registered title to any Land now or in the future owned by the Mortgagor:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] [date of charge] in favour of Evans Forest Holdings Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of Evans Forest Holdings Limited (Form P)".

5. RESTRICTIONS AND FURTHER ASSURANCE

5.1 Security

The Mortgagor shall not create or permit to subsist any Security over any Charged Property other than security referred to or permitted under the Deed of Priorities.

5.2 Disposal

The Mortgagor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property.

5.3 Further assurance

The Mortgagor shall promptly do whatever the Mortgagee reasonably requires:-

5.3.1 to perfect or protect the Security created or expressed to be created by this Deed, or its priority; or

5.3.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Mortgagee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Mortgagee or its nominees or otherwise), making any registration and giving any notice, order or direction.

6. DEMAND AND ENFORCEMENT

6.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

6.1.1 the occurrence of an Event of Default which is continuing; or

6.1.2 any request being made by the Mortgagor to the Mortgagee for the appointment of a Receiver or an administrator, or for the Mortgagee to exercise any other power or right available to it.

6.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Mortgagee may (without prejudice to any other rights and remedies and without notice to the Mortgagor) do all or any of the following:-

6.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions imposed by sections 103 or 109(1) of the LPA;

6.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA; and

6.2.3 subject to Clause 7.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property.

6.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 6.2 (*Powers on enforcement*), the Mortgagee or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

6.4 Same rights as Receiver

Any rights conferred by this Deed upon a Receiver may be exercised by the Mortgagee, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Mortgagee shall have taken possession or appointed a Receiver of the Charged Property.

7. RECEIVERS

7.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Mortgagee under this Deed shall be in writing under the hand of any officer or manager of the Mortgagee (subject to any requirement for a court order in the case of the removal of an administrative receiver).

7.2 Removal

The Mortgagee may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

7.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

7.3.1 of the Mortgagee under this Deed;

7.3.2 conferred by the LPA on mortgagees in possession and on Receivers appointed under the LPA;

7.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

7.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and

7.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

7.4 Receiver as agent

The Receiver shall be the agent of the Mortgagor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Mortgagor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Mortgagee.

7.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

7.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Mortgagee and the maximum rate specified in section 109(6) of the LPA shall not apply.

8. APPLICATION OF MONEYS

All sums received by virtue of this Deed by the Mortgagee or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 8.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Mortgagee in relation to this Deed, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full or other person entitled to it;
- 8.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Mortgagee or any Receiver;
- 8.1.3 **thirdly**, in or towards payment of the Secured Liabilities;
- 8.1.4 **fourthly**, in the payment of the surplus (if any), to the Mortgagor or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

9. PROTECTION OF THIRD PARTIES

9.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Mortgagee, as varied and extended by this Deed, and all other powers of the Mortgagee, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

9.2 Purchasers

No purchaser from or other person dealing with the Mortgagee, any person to whom it has delegated any of its powers, or the Receiver, shall be concerned:-

- 9.2.1 to enquire whether any of the powers which the Mortgagee or a Receiver have exercised has arisen or become exercisable;
- 9.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 9.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

9.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Mortgagee, any Receiver or any person to whom any of them have delegated any of their powers.

10. PROTECTION OF THE MORTGAGEE AND ANY RECEIVER

10.1 No liability

None of the Mortgagee, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

10.2 No mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Mortgagee, any Receiver or any of their respective officers or employees liable:-

10.2.1 to account as mortgagee in possession;

10.2.2 for any loss on realisation; or

10.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Mortgagee or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

10.3 Interest

The Mortgagor shall pay interest at the Default Rate on the sums payable under this Clause 10 (*Protection of the Mortgagee and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

10.4 Continuing protection

The provisions of this Clause 10 (*Protection of the Mortgagee and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

11. PROVISIONS RELATING TO THE MORTGAGEE

11.1 Powers and discretions

The rights, powers and discretions given to the Mortgagee in this Deed:-

11.1.1 may be exercised as often as and in such manner as, the Mortgagee thinks fit;

11.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

11.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

11.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 80 years.

12. PRESERVATION OF SECURITY

12.1 Continuing Security

This Deed shall be a continuing security to the Mortgagee and shall remain in force until expressly discharged in writing by the Mortgagee notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

12.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Mortgagee may have now or at any time in the future for or in respect of any of the Secured Liabilities.

12.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Mortgagor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Mortgagee) including:-

12.3.1 any time, waiver or consent granted to, or composition with, the Mortgagee or other person;

12.3.2 the release of the Mortgagee or any other person under the terms of any composition or arrangement with any person;

12.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Mortgagee or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

12.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Mortgagee or any other person;

12.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of any document or Security;

12.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under the Underlease or any other document; or

12.3.7 an insolvency, liquidation, administration or similar procedure.

12.4 Immediate Recourse

The Mortgagor waives any right it may have of first requiring the Mortgagee to proceed against or enforce any other rights of Security or claim payment from any person before claiming from the Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of the Underlease to the contrary.

12.5 Appropriations

During the Security Period, the Mortgagee may:-

12.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Mortgagor shall not be entitled to the same; and

12.5.2 hold in an interest-bearing suspense account any moneys received from the Mortgagor on or account of the Secured Liabilities.

13. RELEASE

13.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Mortgagee shall, or shall procure that its appointees will, at the request and cost of the Mortgagor release the Charged Property from this Deed.

13.2 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

14. MISCELLANEOUS PROVISIONS

14.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

14.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

14.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

14.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Underlease or Headlease (including any increase in the amount of the Secured Liabilities).

14.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Mortgagee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provide by law.

14.4 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.

15. GOVERNING LAW

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

16. ENFORCEMENT

16.1 Jurisdiction of English Courts

16.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

16.1.2 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.

Executed and delivered as a deed on the date appearing at the beginning of this Deed.

The Mortgagor

EXECUTED as a Deed
by FOREST HOLIDAYS LIMITED
acting by a director before
an independent witness

)
)
)
)
)
)
)

Director

Witness signature:

Witness name:

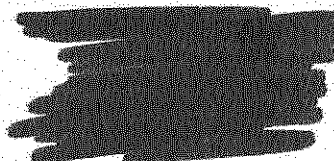
Witness address:

Witness occupation:

The Mortgagee

SIGNED for and on behalf of
EVANS FOREST HOLDINGS LIMITED

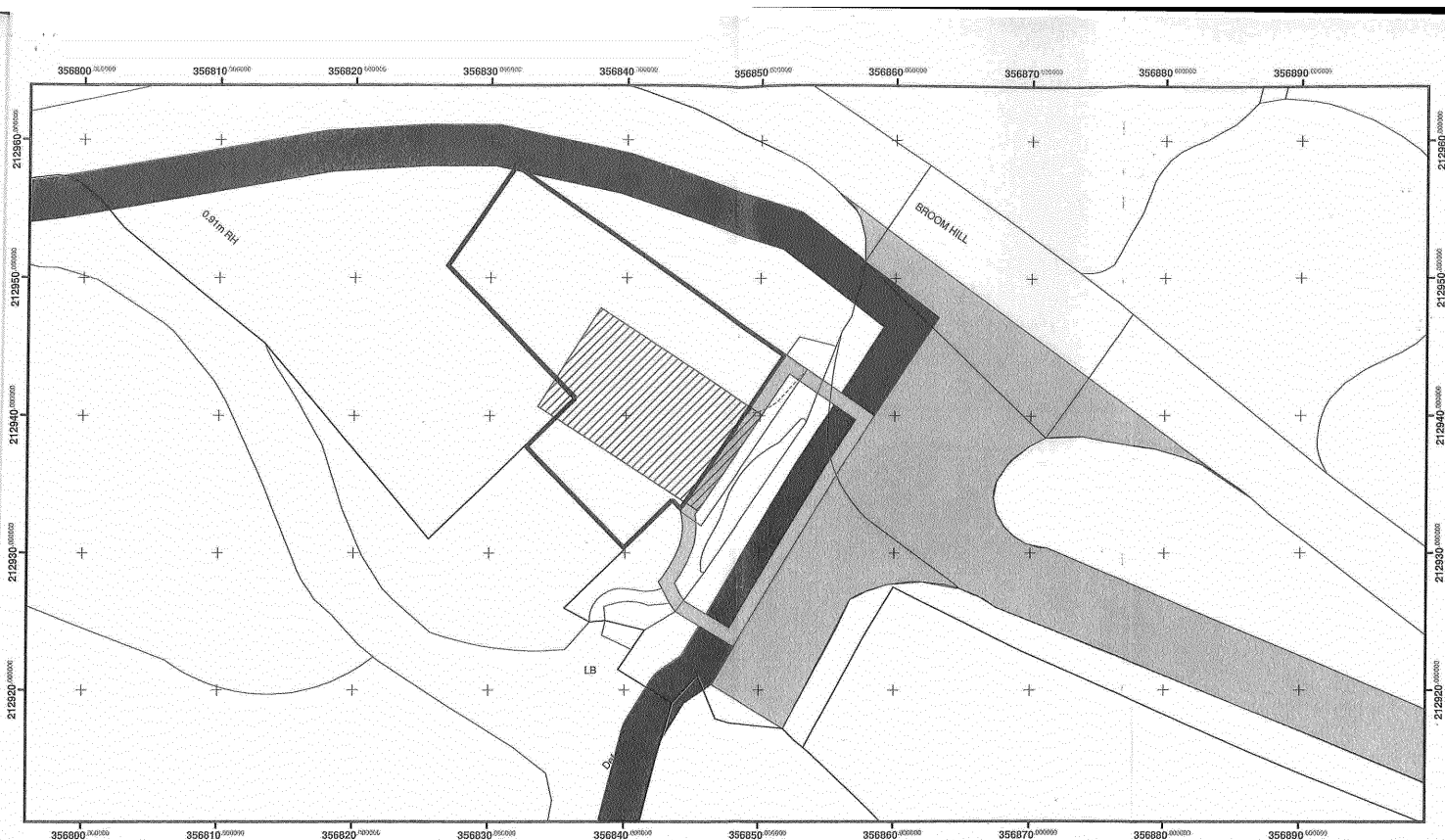
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Director



Director/Secretary



Compilation drawing of reception building

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

WEST ENGLAND FOREST DISTRICT

SUBJECT Reception Building Forest Holidays

Scale 1:200@A3

Map Nos SO5612

1:2500 edn 2013

Nat Grid Ref SO5684 1293

1:50,000 162

County Gloucestershire

File No AD/18/4



Prepared by: D.J.H. Date 22/05/14

FORESTRY COMMISSION

Any linear measurements shown are in METERS

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Forestry Commission
England