

LL MG01s

Particulars of a charge created by a Limited Liability
Partnership (LLP) registered in Scotland



13/197071

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 charge created by a
Scottish LLP.

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland. To do
this, please use form LL MG01.

MONDAY



S1JVL48

SCT 15/10/2012 #86
COMPANIES HOUSE

1 **LLP details**

LLP number S O 3 0 0 8 8 0
LLP name in full Forest Holidays (Scotland) LLP (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 d0 d1 m1 m0 y2 y0 y1 y2

3 **Description**

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security' 'Floating charge' etc.

Description Standard Security dated 21 September 2012 (the "Charge")

4 **Amount secured**

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

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

Amount secured The payment and discharge of the Secured Liabilities.
Capitalised terms not defined in this LLMG01s are defined in the continuation pages annexed
hereto.

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Mortgagee(s) or person(s) entitled to the charge

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 Trustee")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property 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 Ardgartan Camping and Caravan Site, Arrochar, which interest is registered in the Land Register of Scotland under Title Number ARG13258

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the LLP to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

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

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8 Particulars as to commission, allowance or discount

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

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom (UK) comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature

Please sign the form here.

Signature

Signature 
X Partner, Tods Murray LLP X

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

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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.IAW.AZM.L00696.1064.0002

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 LLP'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 LLP name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) 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 charge.
- ☐ 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 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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For LLPs 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 LLPs 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

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Defined Terms

Agent means Lloyds TSB Bank Plc as agent of the Finance Parties.

Arranger means Lloyds TSB Bank Plc.

Borrower means Willoughby (712) Limited (Company Number: 08159308) whose registered office is at 6 Bennetts Hill, Birmingham B2 5ST.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

Existing Security means the legal charges and/or the standard security in respect of the Initial Properties dated 30 January 2009 and 3 February 2009 respectively and the guarantees between the LLP's of the same date and any other Security created pursuant to any right, power or obligations therein contained save to the extent that it is released as provided for in Clause 29.21 of the Senior Facilities Agreement.

Finance Document means each of the Senior Facilities 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, this Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of "Material Adverse Effect" as defined in the Senior Facilities Agreement;
- (b) the definition of "Transaction Document" as defined in the Senior Facilities Agreement;
- (c) the definition of "Transaction Security Document" as defined in the Senior Facilities Agreement;
- (d) paragraph (a)(iv) of Clause 1.2 (Construction) of the Senior Facilities Agreement;
- (e) Clause 19 (Guarantee and Indemnity) of the Senior Facilities Agreement; and
- (f) Clause 26 (Events of Default) (other than paragraph (b) of Clause 26.18 (Repudiation and rescission of agreements) and Clause 26.23 (Acceleration)) all of the Senior Facilities Agreement;

all capitalised terms within this definition are defined within the Senior Facilities Agreement;

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, this Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of:

- (a) the definition of "Secured Parties" as defined in the Senior Facilities Agreement;

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Short particulars

- (b) paragraph (a)(i) of Clause 1.2 (Construction) of the Senior Facilities Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect as defined in the Senior Facilities Agreement;
- (d) Clause 19 (Guarantee and Indemnity) of the Senior Facilities Agreement; and
- (e) Clause 29.20 (Conduct of business by the Finance Parties) of the Senior Facilities Agreement;

Guarantor means the parties listed in Part I of Schedule 1 of the Senior Facilities Agreement as Guarantors.

Hedge Counterparty shall have the meaning given to that term in the Senior Facilities Agreement.

Initial Properties has the meaning given to it in the Senior Facilities Agreement.

Intercreditor Agreement means the intercreditor agreement dated the same date as the Senior Facilities Agreement and made between, among others, the Borrower, Lloyds TSB Bank plc as Security Agent and the Vendor (as defined in the Intercreditor Agreement).

Lender shall have the meaning given to that term in the Senior Facilities Agreement.

Obligor means the Borrower or a Guarantor, or the plural Obligors.

Party means a party to the Senior Facilities Agreement.

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

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;

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Short particulars

(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 Charge and any part thereof;

(ii) taking, perfecting, protecting, enforcing or exercising any power under the Charge.

Secured Parties means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate.

Security means a mortgage, charge, pledge, lien, assignment, assignation, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Agent means Lloyds TSB Bank Plc as security trustee for the Secured Parties.

Senior Facilities Agreement means the facilities agreement dated on or about the date of the Intercreditor Agreement between, among others, the Borrower, the Guarantor and the Security Agent.

Transaction Security means the Existing Security and the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

Transaction Security Documents means the Existing Security and each of the documents listed as being a Transaction Security Document in Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Vendor means the Forestry Commission.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

LLP NO. 50300880

CHARGE NO. 9

I HEREBY CERTIFY THAT A CHARGE CREATED BY FOREST
HOLIDAYS (SCOTLAND) LLP

ON 1 OCTOBER 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON 15 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 16 OCTOBER 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES