



Registration of a Charge

Company name: **FOREST HOLIDAYS LIMITED**

Company number: **08159308**



Received for Electronic Filing: **22/12/2014**

Details of Charge

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

Charge code: **0815 9308 0029**

Persons entitled: **LDC (MANAGERS) LIMITED ACTING AS SECURITY TRUSTEE**

Brief description: **1. THE LEASEHOLD LAND KNOWN AS COMMON FACILITIES BUILDING, WOODLANDS CAMPSITE, BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD DEMISED BY A LEASE DATED 17 DECEMBER 2014 BETWEEN (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS AND (2) FOREST HOLIDAYS LIMITED AND AS SHOWN EDGED RED AND EDGED ORANGE (LESS THE AREA SHOWN HATCHED BLUE THAT SITS WITHIN THE RED EDGING) ON THE PLAN APPENDED TO THE INSTRUMENT. 2. THE LEASEHOLD LAND KNOWN AS COMMON FACILITIES BUILDING, WOODLANDS CAMPSITE, BRACELANDS DRIVE, CHRISTCHURCH, COLEFORD DEMISED BY A LEASE DATED 17 DECEMBER 2014 BETWEEN (1) EVANS FOREST HOLDINGS LIMITED AND (2) FOREST HOLIDAYS LIMITED AND AS SHOWN EDGED RED AND EDGED ORANGE (LESS THE AREA SHOWN HATCHED BLUE THAT SITS WITHIN THE RED EDGING) ON THE PLAN APPENDED TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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: **NAVIN PRABHAKAR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0029

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 22nd December 2014 .

Given at Companies House, Cardiff on 23rd 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

Private & Confidential

DATED *19 December* 2014

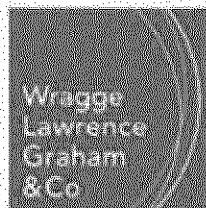
FOREST HOLIDAYS LIMITED (1)

and

LDC (MANAGERS) LIMITED (2)
(as Security Trustee)

LEGAL CHARGE

This Deed is subject to and has the benefit of an intercreditor deed entered into on 21 September 2012 between inter alia Lloyds TSB Bank plc (now known as Lloyds Bank plc), the Company, the Security Trustee and the Management (as defined therein) as the same may be amended, supplemented or restated from time to time



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THIS LEGAL CHARGE dated 17 December 2014 is made by

- (1) **FOREST HOLIDAYS LIMITED**, a company incorporated in England and Wales with company registration number 08159308 whose registered address is at Bath Yard Bath Lane, Moira, Swadlincote, Derbyshire, DE12 6BA (the "**Company**")

in favour of

- (2) **LDC (MANAGERS) LIMITED** as security trustee for the Investors on the terms and conditions set out in the Security Trust Deed (the "**Security Trustee**") which expression shall include any person for the time being appointed as security trustee or as an additional security trustee.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless otherwise stated, terms defined in the Debenture shall have the same meaning when used in this Deed and in addition:

"**A Loan Note Instrument**" means the loan note instrument made on 21 September 2012 (as amended from time to time) and referred to in the definition "A Loan Notes".

"**A Loan Notes**" means the secured investor A loan notes 2017 issued at any time by the Principal Debtor to the Investors and constituted by the A Loan Note Instrument.

"**Charged Property**" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

"**Debenture**" means the debenture dated 21 September 2012 between the Company and the Security Trustee.

"**Environmental Law**" means any and all laws, whether civil, criminal or administrative, which have as a purpose or effect the protection of the environment, and/or the mitigation, abatement, containment or prevention of harm or damage to or other interference with the environment and/or the provision of remedies in respect of that harm or damage, including European Community or European Union regulations, directives, decisions and recommendations; statutes and subordinate legislation; regulations, orders, ordinances; permits, codes of practice, circulars, guidance notes and the like; common law, local laws and bye-laws; judgments, notices, orders, directions, instructions or awards of any competent authority.

"**FC**" means Forestry Commissioners (constituted under the Forestry Acts 1919-1967 (as amended by the Forestry Acts 1979 and 1981)).

"**FC Obligations**" means all or any monies, obligations and liabilities owing by the Principal Debtor to FC under the A Loan Note Instrument whether:

- (a) actual or contingent;
- (b) present or future;
- (c) owed solely, jointly or severally;
- (d) as principal, guarantor or surety;

together with

- (e) interest on the above calculated day by day from demand until full discharge (whether before or after judgment) at the rates agreed between the Security Trustee and the Principal Debtor from time to time;
- (f) commission; and
- (g) charges and all legal and other costs, charges and expenses and other payments incurred by any one or more of the Investors or the Security Trustee in relation to this Deed or in enforcing the security created by it on a full and unqualified indemnity basis.

"Group Members" means Forest Holidays Group Limited (Company Number: 8159281), the Company, FH England LLP (Registered Number: OC318816) and Forest Holidays (Scotland) LLP (Registered Number: SO300880).

"IA 86" means the Insolvency Act 1986 as amended in particular by the Enterprise Act 2002.

"Insurance Policy" means any policy of insurance and cover note in respect of the Charged Property in which the Company may from time to time have an interest.

"Intellectual Property Rights" means all patents, patent applications, trade marks, know how, copyrights, business names, registered designs, confidential information or other intellectual property rights and any licence or interest in any such rights.

"Investors" means the LDC Investors and FC.

"LDC Investors" means (1) LDC (Managers) Limited (company number 02495714), (2) LDC I LP (partnership number SL010105), (3) LDC Parallel I LP (partnership number SL010104).

"LDC Obligations" means all or any monies, obligations and liabilities owing by all and any Group Members to any one or more of the LDC Investors (including without limitation under the A Loan Note Instrument) whether:

- (a) actual or contingent;
- (b) present or future;
- (c) owed solely, jointly or severally;
- (d) as principal, guarantor or surety;

together with

- (e) interest on the above calculated day by day from demand until full discharge (whether before or after judgment) at the rates agreed between the Security Trustee and the Principal Debtor from time to time;
- (f) commission; and
- (g) charges and all legal and other costs, charges and expenses and other payments incurred by any one or more of the Investors or the Security Trustee in relation to this Deed or in enforcing the security created by it on a full and unqualified indemnity basis.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act

1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 1994 and any orders, regulations or permissions made or granted under any of those Acts.

"Plant and Machinery" means:

- (a) all equipment, machinery and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of the Company; and
- (b) all Related Rights.

"Principal Debtor" means Forest Holidays Group Limited, a company incorporated in England and Wales with registered number 8159281.

"Property" means the Company's estates or interests in all freehold (including commonhold), leasehold or other immovable property (including the property specified in Schedule 1), and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and includes all Related Rights.

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

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means the LDC Obligations and the FC Obligations.

"Security Trust Deed" means the security trust deed dated 21 September 2012 and made between the Investors as amended from time to time.

"Senior Discharge Date" has the meaning ascribed to it in the Intercreditor Deed.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) any **"Party"**, any **"Investor"**, the **"Security Trustee"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Security Trust Deed;
 - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iii) any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or

similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

- (v) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (vi) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (vii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a provision of law is a reference to that provision as amended or re-enacted; and
- (ix) a time of day is a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

1.3 Third Party Rights

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

1.4 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

2 Covenant to Pay

The Company covenants that it will pay and discharge the Secured Obligations to the Security Trustee when due.

3 Charges

3.1 Fixed Charges

The Company with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:

(a) Property

by way of first legal mortgage the Property;

(b) Plant and Machinery

by way of first fixed charge all Plant and Machinery;

(c) Insurance Policies

by way of first fixed charge all moneys from time to time payable to the Company under or pursuant to the Insurance Policies including without limitation the refund of any premiums; and

(d) Goodwill and licences

by way of first fixed charge, the goodwill of the business carried on by the Company at the Property and the benefit of all licences held by it in connection therewith.

3.2 Negative Pledge

- (a) The Company shall not create or permit to subsist any Security over any of the Charged Property, other than as permitted by the Intercreditor Deed.
- (b) The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property.

3.3 Deposit of Title Documents

Following the Senior Discharge Date (or, if later, the date of acquisition of the relevant Charged Property), the Company shall deposit with the Security Trustee:

- (a) all deeds and documents of title relating to the Charged Property; and
- (b) all policies documents relating to the Insurance Policies to which the Company is entitled to possession.

3.4 Land Registry disposal restriction

In respect of any Property or part of or interest in any Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Company shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Property:

"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 Deed dated [] in favour of [name of Security Trustee] referred to in the charges register."

3.5 Tacking

The obligation on the part of the Investors to make further advances to the Company is deemed to be incorporated in this Deed and the Company shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Property.

4 Representations and Warranties

The Company represents and warrants to the Security Trustee, on the date of this Deed by reference to the facts and circumstances then existing that:

- 4.1 Each Part of Schedule 1 which describes the Property beneficially owned by it and charged to the Security Trustee pursuant to this Deed, is a true, accurate and complete list of such assets so owned by it at the date of this Deed; and
- 4.2 No litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to any of the Charged Property.

5 Undertakings

5.1 Debenture undertakings

The Company covenants and agrees with the Security Trustee that it will, during the continuance of the Security constituted by this Deed, comply with the provisions of clause 10 (*Continuing Obligations*) of the Debenture (as if the same were set out in this Deed *mutatis mutandis*) to the extent that such provisions are expressed to be binding on the Company save that references to definitions in clause 10 (*Continuing Obligations*) of the Debenture as set out in the first column in the table below shall be deemed to be references to the corresponding definition in this Deed as set out in the second column in the table below:

Definition in clause 10 of the Debenture	Deemed definition for the purposes of this Deed
Charged Assets	Charged Property
Debenture	Deed
Fixture	Plant and Machinery
Lender	Security Trustee
Secured Liabilities	Secured Obligations

6 Further Assurance

6.1 The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Trustee or the Investors provided by law;
- (b) to confer on the Security Trustee or confer on the Investors Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

6.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Investors.

7 Enforcement of Security

7.1 Enforcement

The security constituted by this Deed shall become immediately enforceable at any time that the Debenture becomes enforceable in accordance with Clause 11 (*Enforcement*) of the Debenture as if those provisions were set out in this Deed *mutatis mutandis* save that references to "**Secured Liabilities**" shall be deemed to be references to "**Secured Obligations**", references to "**LPA**" shall be deemed to be references to the "**Law of Property Act 1925**" and references to "**this Debenture**" shall be deemed to be references to "**this Deed**".

7.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Trustee may, without notice to the Company and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed); and
- (b) all or any of the powers conferred by this Deed.

7.3 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

8 Powers of the Security Trustee

8.1 Extension of Powers

The power of sale conferred on the Security Trustee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

8.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

8.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Trustee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

8.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may, subject to the terms and conditions of the Security Trust Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

8.5 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

8.6 Investigations

Following the occurrence of an Event of Default which is continuing, the Security Trustee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Company which it considers necessary to ascertain the financial position of the Company. All fees and expenses incurred by the Security Trustee in connection with such investigations shall be payable by the Company and the Company consents to the provision by the Security Trustee of all information in relation to the Company which the Security Trustee provides to any person in relation to the preparation of any such report.

8.7 Power to Remedy

If at any time the Company does not comply with any of its obligations under this Deed, the Security Trustee may (but shall not be obliged to) rectify such default and the Company irrevocably authorises the Security Trustee, its employees and agents, at the Company's expense, to do all such things as are necessary or desirable to rectify such default.

9 Appointment of Receiver

9.1 Appointment and Removal

At any time after the security created under this Deed becomes enforceable, or if requested to do so by the Company, the Security Trustee may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

9.2 Capacity of Receivers

Each Receiver shall be:

- (a) an agent of the Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

10 Powers of Receiver

10.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;

- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

10.2 Additional Powers

In addition to the powers referred to in Clause 10.1 (*General Powers*) a Receiver shall have the power, at the cost of the Company and either in his own name or in the name of the Company or (with the written approval of the Security Trustee) in the name of the Security Trustee:

- (a) to take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Company;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Company;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security Interests in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security Interests and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Company. All moneys paid to the holder of such Security Interests in accordance with such accounts shall form part of the Secured Obligations;
- (i) to promote the formation of subsidiaries of the Company for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to make any arrangement or compromise which the Security Trustee or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or

- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

11 Application of Moneys

- 11.1 All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the order set out in Clause 13 (*Application of Proceeds*) of the Debenture as if those provisions were set out in this Deed *mutatis mutandis* save that references to "**the Lender**" shall be deemed to be references to "**Security Trustee**" and references to "**Charged Assets**" shall be deemed to be references to "**Charged Property**".

11.2 Suspense Account

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Trustee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Company or of the Security Trustee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

12 Protection of Purchasers

12.1 Receipts

The receipt of the Security Trustee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

12.2 Protection of Purchasers

No purchaser or other person dealing with the Security Trustee or its delegate or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Trustee shall have lapsed for any reason or have been revoked.

13 Power of Attorney

13.1 Appointment

The Company, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Security Trustee, each person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Company by this Deed that the Company has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Trustee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

13.2 Ratification

The Company ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

14 Continuing Security and other matters

14.1 Continuing Security

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Security Trustee or any Investor may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

14.2 Settlements conditional

Any release, discharge or settlement between the Company, the Security Trustee or any of the Investors shall be conditional upon no security, disposition or payment to the Security Trustee or any of the Investors by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15 New Accounts

If the Security Trustee (or any of the other Investors) at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with the Company. If the Security Trustee (or any of the other Investors) does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it (or any other Investor) received or was deemed to have received such notice and as from such time all payments made to the Security Trustee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

16 Indemnity

16.1 Indemnity

The Company shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

17 Miscellaneous

17.1 Assignment and disclosure of information

The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed. The Security Trustee shall be entitled to disclose such information concerning the Company and this Deed as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

17.2 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of one hundred and twenty five years from the date of this Deed.

17.3 No Liability

None of the Security Trustee, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or willful default upon its part.

18 Notices

18.1 Each communication to be made under this Deed shall be made in accordance with the provisions of Clause 27 (*Notice*) of the Debenture.

19 Counterparts

19.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

20 Governing Law

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

21 Jurisdiction

21.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

21.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

21.3 Exclusive Jurisdiction

This Clause 21 is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 21.1 (*English Courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been signed on behalf of the Security Trustee and **EXECUTED AS A DEED** by the Company and is delivered by them on the date first specified above.

SIGNED as a DEED by
FOREST HOLIDAYS LIMITED

acting by

Name of director

.....
Director

in the presence of:

Witness' signature:

Name (in block capitals):

Address:

SIGNED for and on behalf of the **SECURITY TRUSTEE**



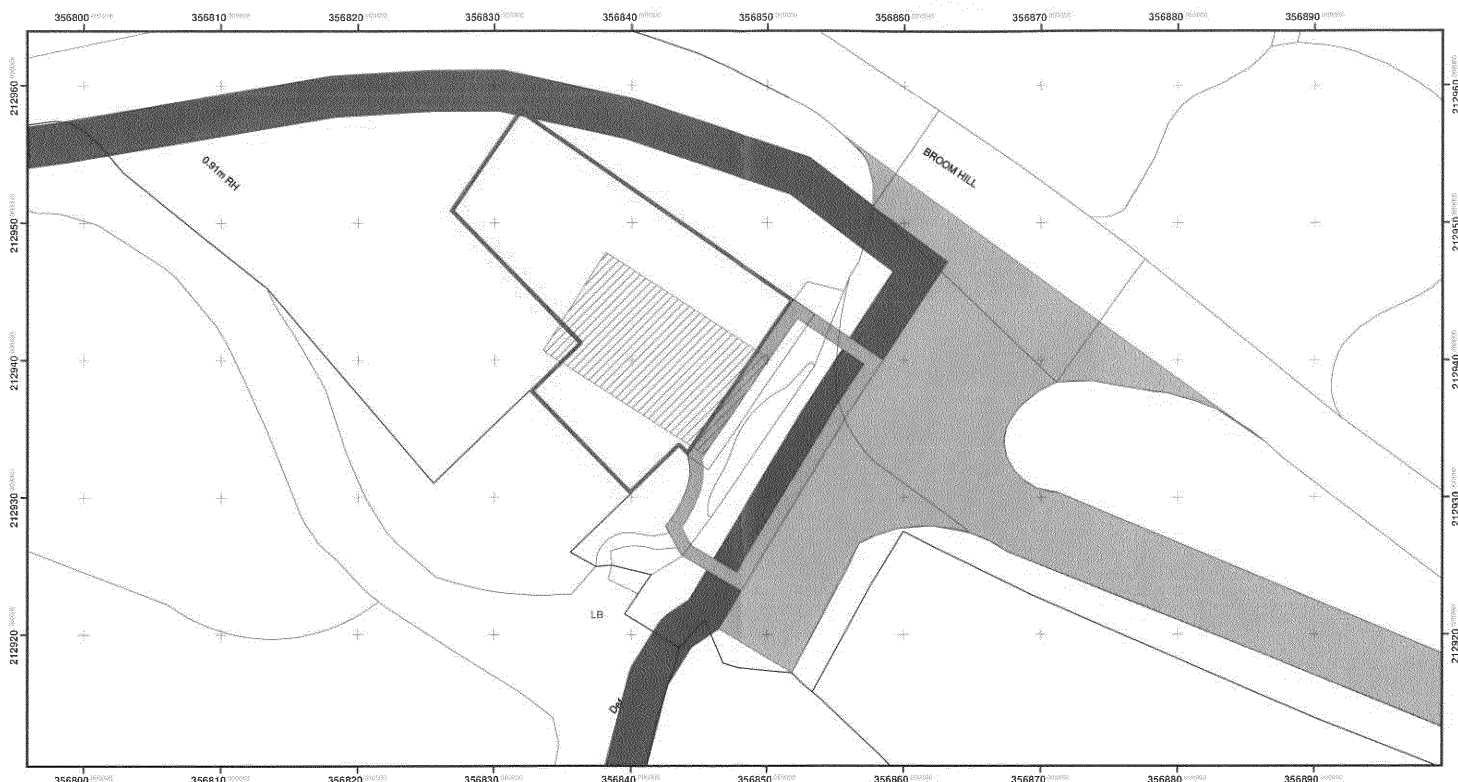
Schedule 1

Property

1. The leasehold land known as Common Facilities Building, Woodlands Campsite, Bracelands Drive, Christchurch, Coleford demised by a lease dated on or around the date hereof between (1) The Secretary of State for Environment, Food and Rural Affairs and (2) Forest Holidays Limited and as shown edged red and edged orange (less the area shown hatched blue that sits within the red edging) on the attached plan contained in Schedule 2.
2. The leasehold land known as Common Facilities Building, Woodlands Campsite, Bracelands Drive, Christchurch, Coleford demised by a lease dated on or around the date hereof between (1) Evans Forest Holdings Limited and (2) Forest Holidays Limited and as shown edged red and edged orange (less the area shown hatched blue that sits within the red edging) on the attached plan contained in Schedule 2.

Schedule 2

Plan





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

WEST ENGLAND FOREST DISTRICT

SUBJECT Reception Building_Forest Holidays

Scale	1:200@A3	Nat Grid Ref	SO5684 1293	<div>N</div> 
Map Nos	SO5612	1:50,000	162	
1:2500 edn	2013	County	Gloucestershire	
		File No	AD/18/4	
Prepared by: D.H. Date 22/05/14		FORESTRY COMMISSION		 Forestry Commission England
Any linear measurements shown are in METERS		<small>Reproduced from the Ordnance Survey Map with the Permission of the Controller of Her Majesty's Stationary Office. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Crown copyright reserved. OS Licence number 100025486.</small>		

Private & Confidential

DATED *17 October* 2014

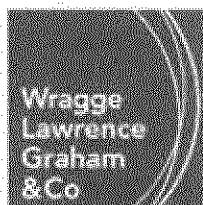
FOREST HOLIDAYS LIMITED (1)

and

LDC (MANAGERS) LIMITED (2)
(as Security Trustee)

LEGAL CHARGE

This Deed is subject to and has the benefit of an intercreditor deed entered into on 21 September 2012 between inter alia Lloyds TSB Bank plc (now known as Lloyds Bank plc), the Company, the Security Trustee and the Management (as defined therein) as the same may be amended, supplemented or restated from time to time



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THIS LEGAL CHARGE dated 17 December 2014 is made by

- (1) **FOREST HOLIDAYS LIMITED**, a company incorporated in England and Wales with company registration number 08159308 whose registered address is at Bath Yard Bath Lane, Moira, Swadlincote, Derbyshire, DE12 6BA (the "**Company**")

in favour of

- (2) **LDC (MANAGERS) LIMITED** as security trustee for the Investors on the terms and conditions set out in the Security Trust Deed (the "**Security Trustee**") which expression shall include any person for the time being appointed as security trustee or as an additional security trustee.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Deed, unless otherwise stated, terms defined in the Debenture shall have the same meaning when used in this Deed and in addition:

"**A Loan Note Instrument**" means the loan note instrument made on 21 September 2012 (as amended from time to time) and referred to in the definition "A Loan Notes".

"**A Loan Notes**" means the secured investor A loan notes 2017 issued at any time by the Principal Debtor to the Investors and constituted by the A Loan Note Instrument.

"**Charged Property**" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

"**Debenture**" means the debenture dated 21 September 2012 between the Company and the Security Trustee.

"**Environmental Law**" means any and all laws, whether civil, criminal or administrative, which have as a purpose or effect the protection of the environment, and/or the mitigation, abatement, containment or prevention of harm or damage to or other interference with the environment and/or the provision of remedies in respect of that harm or damage, including European Community or European Union regulations, directives, decisions and recommendations; statutes and subordinate legislation; regulations, orders, ordinances; permits, codes of practice, circulars, guidance notes and the like; common law, local laws and bye-laws; judgments, notices, orders, directions, instructions or awards of any competent authority.

"**FC**" means Forestry Commissioners (constituted under the Forestry Acts 1919-1967 (as amended by the Forestry Acts 1979 and 1981)).

"**FC Obligations**" means all or any monies, obligations and liabilities owing by the Principal Debtor to FC under the A Loan Note Instrument whether:

- (a) actual or contingent;
- (b) present or future;
- (c) owed solely, jointly or severally;
- (d) as principal, guarantor or surety;

together with

- (e) interest on the above calculated day by day from demand until full discharge (whether before or after judgment) at the rates agreed between the Security Trustee and the Principal Debtor from time to time;
- (f) commission; and
- (g) charges and all legal and other costs, charges and expenses and other payments incurred by any one or more of the Investors or the Security Trustee in relation to this Deed or in enforcing the security created by it on a full and unqualified indemnity basis.

"Group Members" means Forest Holidays Group Limited (Company Number: 8159281), the Company, FH England LLP (Registered Number: OC318816) and Forest Holidays (Scotland) LLP (Registered Number: SO300880).

"IA 86" means the Insolvency Act 1986 as amended in particular by the Enterprise Act 2002.

"Insurance Policy" means any policy of insurance and cover note in respect of the Charged Property in which the Company may from time to time have an interest.

"Intellectual Property Rights" means all patents, patent applications, trade marks, know how, copyrights, business names, registered designs, confidential information or other intellectual property rights and any licence or interest in any such rights.

"Investors" means the LDC Investors and FC.

"LDC Investors" means (1) LDC (Managers) Limited (company number 02495714), (2) LDC I LP (partnership number SL010105), (3) LDC Parallel I LP (partnership number SL010104).

"LDC Obligations" means all or any monies, obligations and liabilities owing by all and any Group Members to any one or more of the LDC Investors (including without limitation under the A Loan Note Instrument) whether:

- (a) actual or contingent;
- (b) present or future;
- (c) owed solely, jointly or severally;
- (d) as principal, guarantor or surety;

together with

- (e) interest on the above calculated day by day from demand until full discharge (whether before or after judgment) at the rates agreed between the Security Trustee and the Principal Debtor from time to time;
- (f) commission; and
- (g) charges and all legal and other costs, charges and expenses and other payments incurred by any one or more of the Investors or the Security Trustee in relation to this Deed or in enforcing the security created by it on a full and unqualified indemnity basis.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act

1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 1994 and any orders, regulations or permissions made or granted under any of those Acts.

"Plant and Machinery" means:

- (a) all equipment, machinery and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of the Company; and
- (b) all Related Rights.

"Principal Debtor" means Forest Holidays Group Limited, a company incorporated in England and Wales with registered number 8159281.

"Property" means the Company's estates or interests in all freehold (including commonhold), leasehold or other immovable property (including the property specified in Schedule 1), and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and includes all Related Rights.

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

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means the LDC Obligations and the FC Obligations.

"Security Trust Deed" means the security trust deed dated 21 September 2012 and made between the Investors as amended from time to time.

"Senior Discharge Date" has the meaning ascribed to it in the Intercreditor Deed.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) any **"Party"**, any **"Investor"**, the **"Security Trustee"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Security Trust Deed;
 - (ii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iii) any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or

similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(v) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(vii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(viii) a provision of law is a reference to that provision as amended or re-enacted; and

(ix) a time of day is a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

1.3 Third Party Rights

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

1.4 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

2 Covenant to Pay

The Company covenants that it will pay and discharge the Secured Obligations to the Security Trustee when due.

3 Charges

3.1 Fixed Charges

The Company with full title guarantee charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:

(a) Property

by way of first legal mortgage the Property;

(b) Plant and Machinery

by way of first fixed charge all Plant and Machinery;

(c) Insurance Policies

by way of first fixed charge all moneys from time to time payable to the Company under or pursuant to the Insurance Policies including without limitation the refund of any premiums; and

(d) Goodwill and licences

by way of first fixed charge, the goodwill of the business carried on by the Company at the Property and the benefit of all licences held by it in connection therewith.

3.2 Negative Pledge

(a) The Company shall not create or permit to subsist any Security over any of the Charged Property, other than as permitted by the Intercreditor Deed.

(b) The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property.

3.3 Deposit of Title Documents

Following the Senior Discharge Date (or, if later, the date of acquisition of the relevant Charged Property), the Company shall deposit with the Security Trustee:

(a) all deeds and documents of title relating to the Charged Property; and

(b) all policies documents relating to the Insurance Policies to which the Company is entitled to possession.

3.4 Land Registry disposal restriction

In respect of any Property or part of or interest in any Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Company shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Property:

"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 Deed dated [] in favour of [name of Security Trustee] referred to in the charges register."

3.5 Tacking

The obligation on the part of the Investors to make further advances to the Company is deemed to be incorporated in this Deed and the Company shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Property.

4 Representations and Warranties

The Company represents and warrants to the Security Trustee, on the date of this Deed by reference to the facts and circumstances then existing that:

4.1 Each Part of Schedule 1 which describes the Property beneficially owned by it and charged to the Security Trustee pursuant to this Deed, is a true, accurate and complete list of such assets so owned by it at the date of this Deed; and

4.2 No litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to any of the Charged Property.

5 Undertakings

5.1 Debenture undertakings

The Company covenants and agrees with the Security Trustee that it will, during the continuance of the Security constituted by this Deed, comply with the provisions of clause 10 (*Continuing Obligations*) of the Debenture (as if the same were set out in this Deed *mutatis mutandis*) to the extent that such provisions are expressed to be binding on the Company save that references to definitions in clause 10 (*Continuing Obligations*) of the Debenture as set out in the first column in the table below shall be deemed to be references to the corresponding definition in this Deed as set out in the second column in the table below:

Definition in clause 10 of the Debenture	Deemed definition for the purposes of this Deed
Charged Assets	Charged Property
Debenture	Deed
Fixture	Plant and Machinery
Lender	Security Trustee
Secured Liabilities	Secured Obligations

6 Further Assurance

6.1 The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Trustee or the Investors provided by law;
- (b) to confer on the Security Trustee or confer on the Investors Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

6.2 The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Investors.

7 Enforcement of Security

7.1 Enforcement

The security constituted by this Deed shall become immediately enforceable at any time that the Debenture becomes enforceable in accordance with Clause 11 (*Enforcement*) of the Debenture as if those provisions were set out in this Deed *mutatis mutandis* save that references to "**Secured Liabilities**" shall be deemed to be references to "**Secured Obligations**", references to "**LPA**" shall be deemed to be references to the "**Law of Property Act 1925**" and references to "**this Debenture**" shall be deemed to be references to "**this Deed**".

7.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Trustee may, without notice to the Company and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed); and
- (b) all or any of the powers conferred by this Deed.

7.3 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

8 Powers of the Security Trustee

8.1 Extension of Powers

The power of sale conferred on the Security Trustee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

8.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

8.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Trustee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

8.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may, subject to the terms and conditions of the Security Trust Deed, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

8.5 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

8.6 Investigations

Following the occurrence of an Event of Default which is continuing, the Security Trustee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Company which it considers necessary to ascertain the financial position of the Company. All fees and expenses incurred by the Security Trustee in connection with such investigations shall be payable by the Company and the Company consents to the provision by the Security Trustee of all information in relation to the Company which the Security Trustee provides to any person in relation to the preparation of any such report.

8.7 Power to Remedy

If at any time the Company does not comply with any of its obligations under this Deed, the Security Trustee may (but shall not be obliged to) rectify such default and the Company irrevocably authorises the Security Trustee, its employees and agents, at the Company's expense, to do all such things as are necessary or desirable to rectify such default.

9 Appointment of Receiver

9.1 Appointment and Removal

At any time after the security created under this Deed becomes enforceable, or if requested to do so by the Company, the Security Trustee may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

9.2 Capacity of Receivers

Each Receiver shall be:

- (a) an agent of the Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

10 Powers of Receiver

10.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;

- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

10.2 Additional Powers

In addition to the powers referred to in Clause 10.1 (*General Powers*) a Receiver shall have the power, at the cost of the Company and either in his own name or in the name of the Company or (with the written approval of the Security Trustee) in the name of the Security Trustee:

- (a) to take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Company;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Company;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security Interests in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security Interests and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Company. All moneys paid to the holder of such Security Interests in accordance with such accounts shall form part of the Secured Obligations;
- (i) to promote the formation of subsidiaries of the Company for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to make any arrangement or compromise which the Security Trustee or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or

- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

11 Application of Moneys

- 11.1 All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the order set out in Clause 13 (*Application of Proceeds*) of the Debenture as if those provisions were set out in this Deed *mutatis mutandis* save that references to "**the Lender**" shall be deemed to be references to "**Security Trustee**" and references to "**Charged Assets**" shall be deemed to be references to "**Charged Property**".

11.2 Suspense Account

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Trustee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Company or of the Security Trustee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

12 Protection of Purchasers

12.1 Receipts

The receipt of the Security Trustee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

12.2 Protection of Purchasers

No purchaser or other person dealing with the Security Trustee or its delegate or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Trustee shall have lapsed for any reason or have been revoked.

13 Power of Attorney

13.1 Appointment

The Company, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Security Trustee, each person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Company by this Deed that the Company has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Trustee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

13.2 Ratification

The Company ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

14 Continuing Security and other matters

14.1 Continuing Security

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Security Trustee or any Investor may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

14.2 Settlements conditional

Any release, discharge or settlement between the Company, the Security Trustee or any of the Investors shall be conditional upon no security, disposition or payment to the Security Trustee or any of the Investors by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15 New Accounts

If the Security Trustee (or any of the other Investors) at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with the Company. If the Security Trustee (or any of the other Investors) does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it (or any other Investor) received or was deemed to have received such notice and as from such time all payments made to the Security Trustee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

16 Indemnity

16.1 Indemnity

The Company shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

17 Miscellaneous

17.1 Assignment and disclosure of information

The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed. The Security Trustee shall be entitled to disclose such information concerning the Company and this Deed as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

17.2 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of one hundred and twenty five years from the date of this Deed.

17.3 No Liability

None of the Security Trustee, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or willful default upon its part.

18 Notices

- 18.1 Each communication to be made under this Deed shall be made in accordance with the provisions of Clause 27 (*Notice*) of the Debenture.

19 Counterparts

- 19.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

20 Governing Law

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

21 Jurisdiction

21.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

21.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

21.3 Exclusive Jurisdiction

This Clause 21 is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 21.1 (*English Courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been signed on behalf of the Security Trustee and **EXECUTED AS A DEED** by the Company and is delivered by them on the date first specified above.

**SIGNED as a DEED by
FOREST HOLIDAYS LIMITED**

acting by

Name of director

Director

in the presence of:

Witness' signature:

Name (in block capitals):

Address:

SIGNED for and on behalf of the SECURITY TRUSTEE

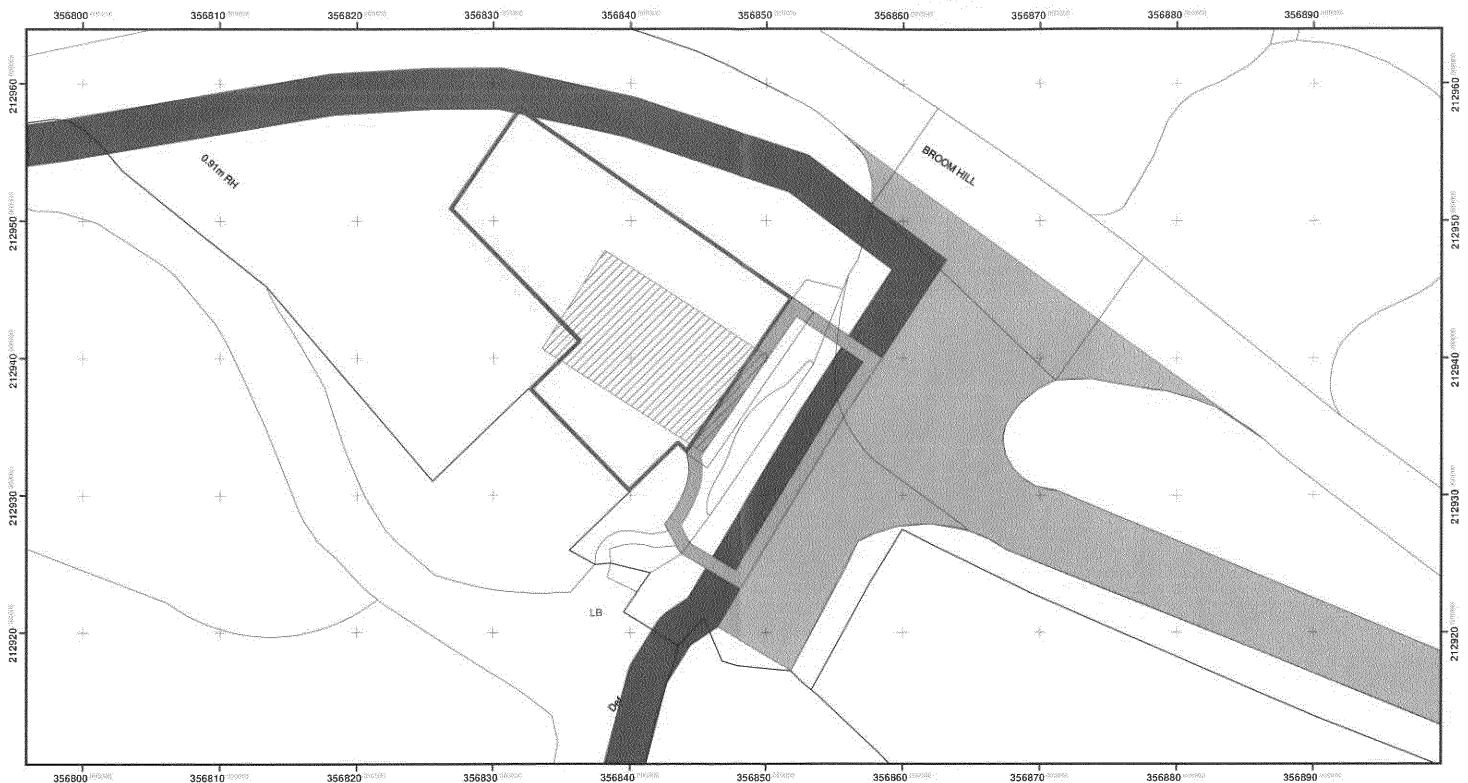
Schedule 1

Property

1. The leasehold land known as Common Facilities Building, Woodlands Campsite, Bracelands Drive, Christchurch, Coleford demised by a lease dated on or around the date hereof between (1) The Secretary of State for Environment, Food and Rural Affairs and (2) Forest Holidays Limited and as shown edged red and edged orange (less the area shown hatched blue that sits within the red edging) on the attached plan contained in Schedule 2.
2. The leasehold land known as Common Facilities Building, Woodlands Campsite, Bracelands Drive, Christchurch, Coleford demised by a lease dated on or around the date hereof between (1) Evans Forest Holdings Limited and (2) Forest Holidays Limited and as shown edged red and edged orange (less the area shown hatched blue that sits within the red edging) on the attached plan contained in Schedule 2.

Schedule 2

Plan



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

WEST ENGLAND FOREST DISTRICT			
SUBJECT Reception Building_Forest Holidays			
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
Prepared by: D.H. Date 22/05/14		FORESTRY COMMISSION	
Any linear measurements shown are in METERS		Reproduced from the Ordnance Survey Map with the Permission of the Controller of Her Majesty's Stationary Office. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Crown copyright reserved. OS Licence number 100025486.	