



Registration of a Charge

Company Name: **FOREST HOLIDAYS LIMITED**

Company Number: **08159308**



Received for filing in Electronic Format on the: **10/08/2022**

XBA35UXL

Details of Charge

Date of creation: **05/08/2022**

Charge code: **0815 9308 0042**

Persons entitled: **ARES MANAGEMENT LIMITED AS SECURITY AGENT AND TRUSTEE FOR THE BENEFICIARIES**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) AND THE SPECIFIED INTELLECTUAL PROPERTY OWNED BY THE COMPANY (BUT, IN EACH CASE, NOT INCLUDING ASSETS SITUATED IN SCOTLAND OR WHICH ARE OTHERWISE GOVERNED BY SCOTS LAW), IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEBENTURE ACCESSION DEED REGISTERED BY THIS FORM MR01 (THE "DEBENTURE ACCESSION DEED") AND INCLUDING, AMONG OTHERS, PROPERTY AT DEERPARK FOREST CABIN SITE, HERODSFOOT, LISKEARD PL14 4QY WITH TITLE NUMBER CL227906 AND PROPERTY AT SPIERS CAMPSITE CROPTON, PICKERING WITH TITLE NUMBER NYK400575 AND TRADE MARKS NUMBERED UK00003624608 AND UK00003624613. FOR MORE DETAILS PLEASE REFER TO THE DEBENTURE ACCESSION DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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 TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **THOMAS NICKOLS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th August 2022 and created by FOREST HOLIDAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2022 .

Given at Companies House, Cardiff on 12th August 2022

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**

EXECUTION VERSION

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 5 August 2022

BETWEEN:

- (1) The subsidiaries of the Parent named in Schedule 1 (each, a **"New Chargor"** and together, the **"New Chargors"**);
- (2) **PRIESTHOLM MIDCO II LTD** (registered in England and Wales under number 12255081) (the **"Parent"**); and
- (3) **ARES MANAGEMENT LIMITED** as Security Agent (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 27 April 2022 between (1) the Parent and its subsidiary Priestholm Bidco Ltd as Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:1. **DEFINITIONS AND INTERPRETATION**1.1 **Incorporation:** In this Deed:

- (a) words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed; and
- (b) Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and Schedules to, this Deed unless otherwise stated.

1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intra-Group Loans" means any loan between two members of the Group in respect of which the creditor is a New Chargor.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Intellectual Property" means:

- (a) the Specified Intellectual Property (if any) and any Intellectual Property specified in any Deed of Accession and Charge; and
- (b) any other Intellectual Property which is material in the context of the business of any Obligor.

"Material Land" means any Land with a market value in excess of £3,000,000 (or its equivalent in other currencies), but excluding any leasehold properties with a rack rent or with a term of 25 years or less remaining.

"Restricted IP" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

"Specified Intellectual Property" means the Intellectual Property and domain names listed in Schedule 3.

2. **ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED**

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. **ASSIGNMENTS**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) the benefit of all of its Acquisition Agreement Claims;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;

- (c) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (d) all its rights, title and interest from time to time in respect of any Intra-Group Loans.

4. **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered land to be mortgaged*);
- (b) by way of fixed charge:
 - (i) (with the exception of any Restricted Land) all other Land which is now, or in the future becomes, its property;
 - (ii) all Material Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) with the exception of any Restricted Land, all other interests and rights in or relating to Land or in the proceeds of sale of such Material Land now or in the future belonging to it;
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;

- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

4.2 The fixed charges created by Clause 3 (*Assignments*) and Clause 4 (*Fixed security*) shall not apply to Assets situated in Scotland or which are otherwise governed by Scots law.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee and, in relation to Assets situated in Scotland or which are otherwise governed by Scots law, with absolute warrandice, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or which are otherwise governed by Scots law, whether or not such Assets are effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*),

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 25.11 (*Disposals*) of the Facilities Agreement).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.

7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Land of that New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"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] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver, to be its attorney (with full power

to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed), to:

- (a) do anything which that New Chargor is obliged to do (but has not done within 10 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) following the occurrence of a Declared Default, enable the Security Agent, any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from each New Chargor under Clause 20 (*Costs and Expenses*) of the Facilities Agreement and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 30 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 next to its name.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. ENFORCEMENT

13.1 Jurisdiction:

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings

commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court.

- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1
The New Chargors

Name of New Chargor	Registered Number	Jurisdiction of Incorporation	Address for Service and Email
Sykes Cottages Holdings Limited	09346246	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Go-Sykes Limited	09329266	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Sykes Cottages Ltd	04469189	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Manor Cottages Property Services Limited	07675654	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Canopy Holdco Limited	11070222	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Canopy Midco Limited	11070388	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Canopy Bidco Limited	11070472	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies
Forest Holidays Group Limited	08159281	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED]

			Attention: Michaela Davies
Forest Holidays Limited	08159308	England and Wales	Care of Priestholm Midco II Ltd Address: 3 rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT Email: [REDACTED] Attention: Michaela Davies

Schedule 2**Registered land to be mortgaged**

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Forest Holidays Limited	(1) Deerpark Forest Cabin Site, Herodsfoot, Liskeard PL14 4QY (2) Land at Deerpark Forest Liskeard	(1) CL227906 (2) CL227910
Forest Holidays Limited	Spiers Campsite Cropton, Pickering	NYK400575
Forest Holidays Limited	Keldy Cabin Site, Cropton, Pickering	NYK322599
Forest Holidays Limited	Thorpe Park Camping Site, West Hailing, Norwich	NK342773
Forest Holidays Limited	Beddgelert Forest Camp, Beddgelert, Caernarfon LL55 4UU	CYM302681
Forest Holidays Limited	Black Wood, Stratton Park Estate, Micheldever, Winchester	HP754642
Forest Holidays Limited	Sherwood Forest Cabins Site, Edwinstowe, Mansfield, Nottinghamshire, NG21 9JL	NT473965
Forest Holidays Limited	Sherwood Forest Cabin Site, Edwinstowe, Mansfield, NG21 9JL	NT480010
Forest Holidays Limited	Christchurch Campsite, Bracelands Drive, Christchurch, Coleford GL16 7NN	GR367692
Forest Holidays Limited	Christchurch Campsite, Bracelands Drive, Christchurch, Coleford	GR385714
Forest Holidays Limited	(1) Woodlands Campsite, Bracelands Drive, Christchurch, Coleford And The Camp Shop (2) Common Facilities Building, Bracelands Drive, Christchurch, Coleford GL16 7NN	(1) GR367794 (2) GR390223
Forest Holidays Limited	Woodlands Bracelands Drive, Christchurch, Coleford GL16 7NN	GR352652










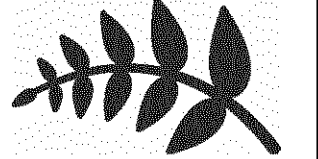
Forest Holidays Limited	Common Facilities Building, Bracelands Drive, Christchurch, Coleford GL16 7NN	GR401464
Forest Holidays Limited	Leasehold land being land at Garwnant, Merthyr Tydfil and more particularly described in a lease dated 11 January 2022 between (1) The Welsh Ministers (2) Forest Holidays Limited and (3) Dwr Cymru Cyfyngedig and granted out of title number CYM276316	(CYM840786) (pending completion of registration)
Forest Holidays Limited	Leasehold land being land and buildings known as Visitor Centre complex and renewable energy systems, at Garwnant, Merthyr Tydfil and more particularly described in a lease dated 11 January 2022 between (1) The Welsh Ministers (2) Forest Holidays Limited and (3) Dwr Cymru Cyfyngedig and granted out of title number CYM276316	(CYM840785) (pending completion of registration)
Forest Holidays Limited	Leasehold land being land adjoining Kingswood Cottage, Ashton Road, Norley, Frodsham (WA6 6NE)	CH680881





Unregistered land subject to first registration upon the execution of this Deed

Schedule 3

Specified Intellectual Property

Jurisdiction	Owner	UK Trade Mark	Type	Trade Mark Number	Status	Renewal Date	Classes
United Kingdom	Sykes Cottages Ltd	SYKES COTTAGES	Word	UK00002503648	Registered	01 December 2028	39, 43
United Kingdom	Sykes Cottages Ltd	HOGAN COTTAGES HOGAN COTTAGES HOGANS COTTAGES HOGANSCOTTAGES	Word	UK00002503649	Registered	01 December 2028	39, 43
United Kingdom	Sykes Cottages Ltd		Figurative	UK00002537732	Registered	29 January 2030	43
United Kingdom	Sykes Cottages Ltd	Menai Holiday Cottages	Word	UK00003046894	Registered	14 March 2024	43
United Kingdom	Sykes Cottages Ltd	SYKES HOLIDAY COTTAGES	Word	UK00003414762	Registered	18 July 2029	39, 43
United Kingdom	Sykes Cottages Ltd	HOGANS IRISH COTTAGES	Word	UK00003415829	Registered	23 July 2029	39, 43
United Kingdom	Sykes Cottages Ltd	DREAM COTTAGES	Word	UK00002613024	Registered	6 March 2032	39, 43
United Kingdom	Sykes Cottages Ltd		Figurative	UK00003085394	Registered	10 December 2024	39, 43
United Kingdom	Sykes Cottages Ltd	Doggy Cottages Doggy Cottages	Word	UK00003085397	Registered	10 December 2024	39, 43
United Kingdom	Sykes Cottages Ltd	HELPFUL HOLIDAYS	Word	UK00002325123	Registered	28 February 2023	39
United Kingdom	Sykes Cottages Limited	HELPFUL HOLIDAYS	Word	UK00914889067	Registered	8 December 2025	35, 39, 43

United Kingdom	Sykes Cottages Ltd	LAKELOVERS	Word	UK00002539714	Registered	22 February 2030	43
United Kingdom	Sykes Cottages Ltd	Lakelovers Gold	Word	UK00003118586	Registered	20 July 2025	43
United Kingdom	Sykes Cottages Ltd	HEART OF THE LAKES	Word	UK00002613848	Registered	12 March 2032	36, 43
European Union	Sykes Cottages Ltd	HELPFUL HOLIDAYS	Word	014889067	Registered	8 December 2025	35, 39, 43
United Kingdom	Forest Holidays Limited	        	Figurative	UK00003624608	Registered	12 April 2031	39, 41, 43, 44
United Kingdom	Forest Holidays Limited		Figurative	UK00003624613	Registered	12 April 2031	39, 41, 43, 44

United Kingdom	Forest Holidays Limited	WHITE WILLOW	Word	UK00003624600	Registered	12 April 2031	43
United Kingdom	Forest Holidays Limited		Figurative	UK00003164826	Registered	16 May 2026	3, 5, 9, 11, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43
United Kingdom	Forest Holidays Limited	FOREST HOLIDAYS	Word	UK00003164703	Registered	16 May 2026	3, 5, 9, 11, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43
United Kingdom	Forest Holidays Limited		Figurative	UK00003164829	Registered	16 May 2026	3, 5, 9, 11, 16, 18, 21, 24, 25, 28, 29, 30, 31, 39, 41, 43
United Kingdom	Forest Holidays Limited		Figurative	UK00003164831	Registered	16 May 2026	9, 11, 16, 39, 41, 43
United Kingdom	Forest Holidays Limited	THE FOREST WORKS	Word	UK00003164707	Registered	16 May 2026	9, 11, 16, 39, 41, 43
United Kingdom	Forest Holidays Limited		Figurative	UK00003182353	Registered	25 August 2026	9, 16, 28, 36, 39, 41, 43
United Kingdom	Forest Holidays Limited	GOLDEN OAK	Word	UK00003164712	Registered	16 May 2026	9, 11, 16, 39, 43
United Kingdom	Forest Holidays Limited	SILVER BIRCH	Word	UK00003195641	Registered	8 November 2026	9, 11, 16, 39, 43
United Kingdom	Forest Holidays Limited	FOREST FRIDAY ForestFriday	Word	UK00003182347	Registered	25 August 2026	9, 36, 41

United Kingdom	Forest Holidays Limited	FOREST FEELING	Word	UK00003624611	Registered	12 April 2031	39, 41, 43, 44
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Execution pages

THE NEW CHARGORS

SYKES COTTAGES HOLDINGS LIMITED

Executed as a deed by SYKES)
COTTAGES HOLDINGS LIMITED)
acting by:)

Director

DocuSigned by:
[Redacted Signature]
91F5ED9AE90F4AF...

Director

DocuSigned by:
[Redacted Signature]
461BB447E56B452...

GO-SYKES LIMITED

Executed as a deed by **GO-SYKES**)
LIMITED acting by:)

Director

DocuSigned by:
[Redacted Signature]
91F5ED9AE00F4AF...

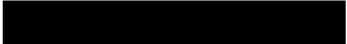
Director

DocuSigned by:
[Redacted Signature]
[Redacted Signature]


SYKES COTTAGES LTD

Executed as a deed by **SYKES**)
COTTAGES LTD acting by:)

Director

DocuSigned by:

91F5ED9AE90F4AF...


Director

DocuSigned by:

481BB447E56B452...


MANOR COTTAGES PROPERTY SERVICES LIMITED

Executed as a deed by **MANOR**)
COTTAGES PROPERTY SERVICES)
LIMITED acting by:)

Director

DocuSigned by:

81F5ED9AE90F4AF...


Director

DocuSigned by:

461BB447E56B452...


CANOPY HOLDCO LIMITED

Executed as a deed by **CANOPY**)
HOLDCO LIMITED acting by:)

Director

DocuSigned by:

91F5ED9AE90F4AF...

Director

DocuSigned by:

461BB447E56B452...

CANOPY MIDCO LIMITED

Executed as a deed by **CANOPY MIDCO LIMITED** acting by:

Director

DocuSigned by:
[Redacted Signature]
91F5ED9AE90F4AF...

Director

DocuSigned by:
[Redacted Signature]
461BB447E56B452...

CANOPY BIDCO LIMITED

Executed as a deed by **CANOPY BIDCO**)
LIMITED acting by:)

Director

DocuSigned by:
[Redacted Signature]
91F5ED9AE90F4AF...

Director

DocuSigned by:
[Redacted Signature]
461BB447E56B452...

FOREST HOLIDAYS GROUP LIMITED

Executed as a deed by **FOREST**)
HOLIDAYS GROUP LIMITED acting by:)

Director

DocuSigned by:
[Redacted Signature]
91F5ED9AE90F4AF...


Director

DocuSigned by:
[Redacted Signature]
461BB447E56B452...


FOREST HOLIDAYS LIMITED

Executed as a deed by **FOREST**)
HOLIDAYS LIMITED acting by:)

Director

DocuSigned by:

91F5ED9AE90F4AF...

Director


DocuSigned by:

461BB447E56B452...

THE PARENT


PRIESTHOLM MIDCO II LTD

Executed as a deed by **PRIESTHOLM**)
MIDCO II LTD acting by:)

Director

DocuSigned by:

91F6ED9AE90F4AF...

Director

DocuSigned by:

461BB447E56B452...

THE SECURITY AGENT

Signed by)	
for and on behalf of)	
ARES MANAGEMENT LIMITED)	
)	Authorised Signatory