

MR01

Particulars of a charge



Companies House

009693/23



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay'

What this form is for
You may use this form to register a charge created or evidenced by an instrument.

What this form is NOT for
You may not use this form to register a charge which is not evidenced by an instrument. Use form MR02.

THURSDAY



A10 *A7BII81T* 02/08/2018 #217
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 08159308

Company name in full Forest Holidays Limited

41 For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 23/07/2018

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name The Scottish Ministers

Name

Name

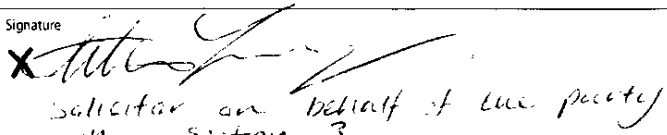
Name

If there are more than four names, please supply any four of these names then tick the statement below.

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".
Brief description	✓	the subjects known as and forming 2 the Steadings, Stank, Callander FK17 8HF and registered in the Land Register of Scotland under title number PTH26445; and the subjects known as and forming Stank Farm, Callander FK17 8HF and registered in the Land registerd of Scotland under title number PTH20574 under exception, which subjects are more particularly described in the instrument annexed	Please limit the description to the available space.
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	Please sign the form here.	
Signature	Signature	 Solicitor on behalf of the parties in Section 3.	This form must be signed by a person with an interest in the charge.

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Peter Tierney

Company name Harper Macleod LLP

Address 45 Gordon Street

Post town Glasgow

County/Region

Postcode G 1 3 P E

Country United Kingdom

DX

Telephone 0141 227 9403



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8159308

Charge code: 0815 9308 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2018 and created by FOREST HOLIDAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2018.

JP

Given at Companies House, Cardiff on 13th August 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



STANDARD SECURITY

by

Forest Holidays Limited

Certified a true copy

Edinburgh 5/17/18

[Signature]
for and on behalf of Burness Paull LLP

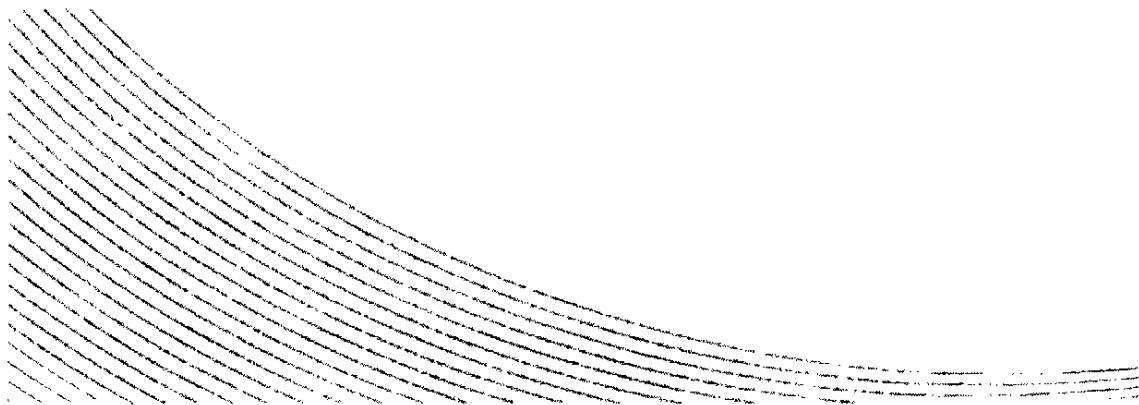
in favour of

The Scottish Ministers

Subject(s) (i) The Steadings, Stank, Callander, FK17 8HF, and (ii) Stank Farm, Callander FK17 8HF

Ref: P11491544

1 AS 0817



Regulated by the Law Society of Scotland. A list of the members of Harper Macleod LLP is open to inspection at the below office.

Harper Macleod LLP is a limited liability partnership (registered number SC140331) registered in the City of Edinburgh, Scotland, 13 Gordon Street, Glasgow, G1 3PL.

Live: 42470321 v 1

W.C. Forest Holdings Limited is a company incorporated in England and Wales (registered number 08159409) and having its registered office at Bath Yard Bath Lane, Motra, Swadlincote, Derbyshire, DE19 6BA (the "Debtor"). Whereas we the Debtor have or are about to purchase ALL and WHOLE (i) the subjects known as and forming 2 the Steadings, Stank, Cullander, FK17 8HF which subjects are registered in the Land Register of Scotland under Title Number PTH26115 and (ii) the subjects known as and forming Stank Farm, Cullander, FK17 8HF registered in the Land Register of Scotland under Title Number PTH50814 but under exception of the subjects described in and disposed by (a) Disposition by Pauline Harvey in favour of Audrey Ken Meikle which disposition is undergoing registration in the Land Register of Scotland under Title Number PTH50814 under application number 17PTH06341 and (or) Disposition by Pauline Harvey in favour of Audrey Ken Meikle which disposition is undergoing registration in the Land Register of Scotland under Title Number PTH51135 under application number 17PTH07857 (the subjects described at (i) and (ii) being hereinafter collectively referred to as the "Subjects"). HEREBY UNDERTAKE in the event of planning permission being obtained (whomsoever by) prior to [19 / 05 / 2023 (the "Expiry Date") for the development of the whole or any part of the Subjects for any use (such planning permission being hereinafter referred to as "relevant planning permission" and the whole or, as the case may be, the part of the Subject benefiting from the relevant planning permission, being hereinafter referred to as the "Relevant Subjects"), to pay to The Scottish Ministers that sum (hereinafter referred to as "The Scottish Ministers' Share") equal to half of the difference between (i) the value of the Relevant Subjects with the benefit of relevant planning permission on the date ("the relevant date") being the day after the expiry of any period during which any appeal against the terms of the relevant planning permission might have been lodged with no such appeal having been lodged or, as the case may be, the date of final determination of any such appeal and (ii) the value of the Relevant Subjects on the relevant date assuming that no relevant planning permission existed and that in accordance with the following provisions: (One) We shall be obliged within one calendar month of the relevant date to forward a copy of any relevant planning permission obtained (whomsoever by) to the Forestry Commission ("FC") at its office at Fifty five Fifty seven Moffat Road, Dumfries, or such other address as may be intimated to us in writing from time to time, (Two) FC shall thereupon instruct the District Valuer (the "DV") to ascertain The Scottish Ministers' Share whose decision as to the amount thereof shall be final and binding on both parties, (Three) FC shall then intimate the DV's decision to the Debtor when they receive it, (Four) The Scottish Ministers' Share, together with the DV's fees and outlays and The Scottish Ministers' properly and reasonably incurred legal fees and outlays in preparing and discharge or, as the case may be, a deed of restriction of this Standard Security will be payable within fourteen working days of The Scottish Ministers intimating that the discharge or as the case may be deed of restriction is signed and available for delivery failing which interest will run on

The Scottish Ministers' Share in terms hereof at Four per centum per annum above the base rate from time to time in force of the Bank of Scotland until paid except that if we have failed to forward a copy of any relevant planning permission to FC within one calendar month of the relevant date as required within clause (One), the said interest shall be deemed to have started running on the date which is 'x' number of days before the expiry of the said period of fourteen working days, 'x' being the number of days between the expiry of one calendar month from the relevant date and the date when we did forward a copy of the relevant planning permission to FC and declaring that the discharge or, as the case may be deed of restriction shall only be delivered in exchange for payment of The Scottish Ministers' Share and the said fees and outlays payable by me in terms hereof together with all interest as aforesaid accrued thereon, and (Five) in the event of any relevant planning permission being obtained in respect of part only of the Subjects, only the Relevant Subjects shall be discharged of this Standard Security in accordance with the foregoing provisions which shall continue to apply to the remainder of the Subject until this Standard Security is finally discharged in accordance with the foregoing provisions, (Six) at the Expiry Date, provided that there has been no planning permission applied for in respect of the Relevant Subjects, or any part thereof and provided that the foregoing provisions contained within clauses (One) to (Five) have not been triggered prior to the Expiry Date, the Debtor is automatically released from the obligations within this Standard Security and The Scottish Ministers shall, execute a discharge of the Standard Security (the form of which shall be approved by the Debtor) and deliver this to the Debtor in exchange for payment of any sums due hereunder by the Debtor to the Scottish Ministers that have become payable prior to the Expiry Date but have not been paid and the Scottish Ministers' properly and reasonably incurred legal fees and outlays in preparing the said discharge of this Standard Security, for which we GRANT a Standard Security in favour of The Scottish Ministers over ALL and WHOLE the Subjects, The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply with this additional condition, namely, subject as aforementioned, in the event of the Debtor disposing or otherwise alienating the security subjects or any part thereof (the "**Transferred Subjects**"), the Scottish Ministers shall discharge the Debtor of the obligations herein contained but only quoad the Transferred Subjects and provided that the acquirer shall assume the said obligations quoad the Transferred Subjects, and an appropriate Deed of Variation to this effect shall be signed by the Scottish Ministers, the Debtor and the acquirer and recorded in the Register of Sasines or registered in the Land Register whichever is appropriate, the Debtor paying the Scottish Ministers legal fees and outlays in connection with such Deed of Variation and the registration dues of same, but declaring that this additional condition shall not apply at any time when any sums due hereunder by the Debtor to the Scottish Ministers have become payable but have not been paid and, during any such time, the Debtor shall be prohibited from

disposing or otherwise alienating the Subject in whole or in part. And we grant warrantice And a consent to registration for execution IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows.

ST BSCRIBED for and on behalf of the said FOREST HOLIDAYS LIMITED

at ...

on ... 2018

by

JON ELLIS
Print Full name (...)

Jon Ellis
Director ~~Company Secretary~~
~~Authorized Signatory~~

before this witness

LISA ...
Print Full Name

Lisa ...
Witness

Address 23 CHASE SIDE DRIVE
RUGBY ...
WS15 2FL