In accordance with Sections 859A and 859J of the Companies Act 2006

MR01 Particulars of a charge

	A fee is payable with this form. Please see 'How to pay' on the last page	You can use the WebFiling service to file this form online Please go to www companieshouse gov uk	
•	What this form is for You may use this form to register a charge created or evidenced by an instrument	You may not use this form to register a charge where the instrument. Use form MR0	For further information, please refer to our duidance at
	This form must be delivered to the Regi 21 days beginning with the day after the of delivered outside of the 21 days it will be in court order extending the time for delivery You must enclose a certified copy of the in	date of creation of the charce rejected unless it is accompand.	*A392N9FT* 31/05/2014 #34 COMPANIES HOUSE
ĻŹ	scanned and placed on the public record		
1	Company details		2 G For official use
Company number	0 0 6 3 8 8 9 1		→ Filling in this form Please complete in typescript or in
Company name in full	SAGA GROUP LIMITED	,	bold black capitals All fields are mandatory unless
			specified or indicated by *
	Charge creation date		
	^d 2 ^d 3 ^m 0 ^m 5 ^y 2 ^y 0	y 1 y 4	
3	Names of persons, security agent	s or trustees entitled to the charge	9
	Please show the names of each of the presentitled to the charge	ersons, security agents or trustees	-
Name	HSBC CORPORATE TRUSTEE COM	PANY (UK) LIMITED	
	as security trustee		
Name			
Name			
Name			
	If there are more than four names, pleas tick the statement below I confirm that there are more than for trustees entitled to the charge		
DIC Department for Busi			CHFP025

	MR01 Particulars of a charge	
4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	Property	
	Leasehold interest in unregistered land known as 9 Anson Close, Broadstairs, Kent	
	Material Intellectual Property - Domain Names	
	Proprietor Domain Name	
	Saga Group Limited saga co uk	
5	Fixed charge or fixed security	<u> </u>
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	✓ [✓] Yes □ No	•
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	[✓] Yes Continue	
/	No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of	
	the company? [✓] Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the charger from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	[✓] Yes	
	□ No	

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	MR01 Particulars of a charge	
8	Trustee statement •	
	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	This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
	Please sign the form here	
Signature	Signature X Shurs	

MR01 Particulars of a charge

Presenter information	Important information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details	Please note that all information on this form will appear on the public record.
here but, if none are given, we will send the certificate to the company's Registered Office address	£ How to pay
Contact name KVASS/JRITSO/BAN11 00209/35688806	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed
Company name Ashurst LLP	on paper.
	Make cheques or postal orders payable to 'Companies House'
Address Broadwalk House	
5 Appold Street	☑ Where to send
Post town London	You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:
County/Region	
Postcode E C 2 A 2 H A	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
Country England	DX 33050 Cardiff
DX 639 London City	For companies registered in Scotland:
Telephone +44 (0)20 7638 1111	The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
✓ Certificate	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1
We will send your certificate to the presenter's address if given above or to the company's Registered Office if	or LP - 4 Edinburgh 2 (Legal Post)
you have left the presenter's information blank	For companies registered in Northern Ireland The Registrar of Companies, Companies House,
✓ Checklist	Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
We may return forms completed incorrectly or with information missing.	DX 481 N R Belfast 1
	<i>t</i> Further information
Please make sure you have remembered the following:	For further information, please see the guidance notes
The company name and number match the information held on the public Register	on the website at www companieshouse gov uk or email enquines@companieshouse gov uk
You have included a certified copy of the instrument with this form	This form is sveilable in an
You have entered the date on which the charge	This form is available in an
was created	alternative format. Please visit the
You have shown the names of persons entitled to the charge	forms page on the website at
You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	www.companieshouse.gov.uk
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	

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 638891

Charge code: 0063 8891 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd May 2014 and created by SAGA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2014.

OX

Given at Companies House, Cardiff on 5th June 2014





Certified as a true copy of the original instrument save for the material redacted pursuant to s 859G of the Companies Act 2006

Security Accession Deed

Ashura CCP

THIS SECURITY ACCESSION DEED is made on 23 May 2014

BETWEEN:

- (1) THE COMPANIES listed in schedule 1 as the new charging companies (each a "New Charging Company" and together the "New Charging Companies");
- (2) SAGA PLC (formerly known as Saga Limited) (a company incorporated in England and Wales with registered number 08804263) (the "Parent") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as security trustee for itself and the other Secured Parties (the "Security Agent")

RECITAL:

This deed is supplemental to a debenture dated 25 April 2014 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1 1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

12 Construction

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2 ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

Each New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 2 Covenant to pay

- (a) Subject to any limits on its liability specifically recorded in the Finance Documents, each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment
- (b) No demand may be made under the Debenture in respect of sums due, owing or incurred under or pursuant to the Senior Facilities Agreement, the Hedging Agreements, all and any other Senior Secured Finance Documents or the Saga Pension Debt Documents except to the extent that the Security Agent or the relevant Finance Party or the Saga Pension Creditor has become entitled to make such demand in accordance with the relevant Hedging Agreement, Senior Secured Finance Document or Saga Pension Debt Document

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2 3 Fixed charges

Each New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee (except that no full title guarantee is given in respect of any Software obtained by the relevant New Charging Company on licence and any information in the Customer Database obtained by the relevant New Charging Company on licence) the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage all Premises together with all buildings and fixtures (including trade fixtures) on those Premises, and
- (b) by way of first fixed charge
 - (i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
 - (II) all other interests (not charged under clause 2 3(a)) in any material freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
 - (vi) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts but excluding monies standing to the credit of the Excluded Accounts,
 - (VII) all monies standing to the credit of the Mandatory Prepayment Accounts,
 - (viii) all its Intellectual Property and Software,
 - (ix) all rights and interest in the Hedging Agreements,
 - (x) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (xi) its goodwill and uncalled capital, and
 - (XII) If not effectively assigned by clause 2.5 (Security Assignment), all its rights and Interests in (and claims under) the Assigned Agreements and the Database Rights

2 4 Floating charge

As further security for the payment and discharge of the Indebtedness, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) or assigned under clause 2 5 (Security

, t -- +, ~ Assignment), including heritable property and all other assets in Scotland but excluding the Excluded Assets and the Excluded Accounts

2 5 Security Assignment

- (a) As further security for the payment and discharge of the Indebtedness, each New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements (including those identified in schedule 4 (Assigned Agreements) and the Database Rights, provided that on payment or discharge in full of the Indebtedness the Security Agent will promptly at the request and cost of each New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements and the Database Rights to each New Charging Company (or as that New Charging Company shall direct)
- (b) Until the occurrence of a Declared Default which is continuing, but subject to clause 7 6 (Assigned Agreements) of the Debenture, the relevant New Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements
- (c) The relevant New Charging Company hereby waives, but only following a Declared Default which is continuing, any rights which it may have in the Customer Database which are granted by Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 headed "Moral Rights" against the Security Agent or any person to whom the Security Agent has assigned or licensed the Database Rights
- (d) The Security Agent shall not assign or transfer any of the Database Rights to any person and shall not grant any person any right or authority to use any of the Database Rights or otherwise deal in the Database Rights unless and until a Declared Default has occurred

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

4 CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. NOTICES

The address details for notices for each New Charging Company in relation to the Debenture are set out in the relevant execution blocks to this deed

6 GOVERNING LAW AND JURISDICTION

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written

The New Charging Companies

Name of Acceding Company	Jurisdiction of Incorporation	Registered Number
Saga Leisure Limited	England and Wales	02421829
Saga Group Limited	England and Wales	00638891
Saga Services Limited	England and Wales	00732602
Saga Holdings Limited	England and Wales	05245832
Saga 200 Limited	England and Wales	05245828
Saga 300 Limited	England and Wales	05245794
Saga 400 Limited	England and Wales	05245739
Saga 500 Limited	England and Wales	04362073
Saga Publishing Limited	England and Wales	02152564
MetroMail Limited	England and Wales	02289304
Direct Choice Insurance Services Ltd	England and Wales	05522196
Premium Funding Ltd	England and Wales	03396992

Details of Freehold and Leasehold Property

Charging Company

County and District (or London Borough)

Address or description Title No.

None at the date of this deed

Unregistered Land

Charging Company County and District (or London Borough)

Saga Group Limited Kent 9 Anson Close, Broadstairs, Kent Leasehold

Details of Subsidiary Shares

Charging Company	Subsidiary	Number and o	class	Details of nominees (if any) holding legal title to shares
Saga Leisure Limited	CHMC Holdings Limited	1 ordinary shar	re	
Saga Leisure Limited	Saga Group Limited	18,086,076 o shares	ordinary	У
Saga Group Limited	Acromas Financial Service Limited	es850,000 o shares	ordinar	y — 46,537,752
Saga Group Limited	Acromas Travel Limited	88,341,752 conshares	ordinar	•
Saga Group Limited	Saga Cruises BDF Limited	1 ordinary shar	re	L
Saga Group Limited	Saga Services Limited	2,100,000 c shares	ordınar	y en
Saga Group Limited	Saga Publishing Limited	100,000 c shares	ordinar	y
Saga Group Limited	Metromail Limited	98,000 o shares	ordinar	у
Saga Group Limited	Direct Choice Insurand Company Limited	ce50,002 c shares	ordinar	у
Saga Holdings Limited	Saga 200 Limited	3 ordinary sha	res	
Saga 200 Limited	Saga 300 Limited	3 ordinary sha	ires	
Saga 200 Limited	Saga 400 Limited	2 ordinary sha	ares*	
Saga 400 Limited	Saga 500 Limited	8,109,381 shares	ordinar	у
Direct Choice Insuran Services Limited	cePremium Funding Limited	10,002 shares	ordinar	·Y

^{*} As at the date of this deed, the legal title to these shares is held by Saga 300 Limited but title to these shares is in the process of being transferred pursuant to a transfer agreement dated 3 March 2014 The legal ownership in these shares will be transferred to the above listed Charging Company once the stamp duty exemption has been received from HMRC

Assigned Agreements

Insurance Policies

Charging Company	Type of Insurance	Insurer	Policy Number
Saga Leisure Limited	UK Property Damage & Business Interruption	Aviva	24306314CCI
Saga Group Limited	UK Terrorism	Lancashire Insurance & Lloyd's Underwriters	PG0047713
Saga Services Limited Saga Holdings Limited	UK Employers Liability	Axa Corporate Solutions Assurance	XUK0003458LI14A
Saga 200 Limited	UK Excess Employers Liability	Lloyd's Underwriters & ACE European Group	14EL241989KA 42UKC227738
Saga 300 Limited	UK Motor Fleet	QBE Insurance (Europe)	YO90619FLT0114A
Saga 400 Limited		Limited	710056514
Saga 500 Limited	UK Professional Indemnity	AIG Europe	FI0256514
Saga Publishing Limited MetroMail Limited	UK 1 st Excess Professional Indemnity	Lloyd's Underwriters, Allied World (AWAC) & Alliance Global CS	FI0256614
Direct Choice Insurance Services Ltd Premium Funding Ltd	UK 2 nd Excess Professional Indemnity	Alliance Global CS WR Berkley Insurance (Europe) QBE Lloyd's Underwriters	FI0383214
	UK Pension Trustees Liability	ACE European Group	UKDR1C682002
	UK PA & Travel	Royal & Sun Alliance Insurance	PA04280786
	UK Engineering	Allianz Insurance plc	61/NZ/9793787/3

Other Assigned Agreements

Description of Agreement

Date of Agreement

Parties to Agreement

None at the date of this deed

Material Intellectual Property

Trademarks

Proprietor	Mark Text	Territory/ Jurisdiction	Trademark Number	Classes
Saga Leisure Limited	Saga (Series of 3)	UK	1431874	9, 35, 36, 37, 38, 39, 41, 42
Saga Leisure Limited	Saga Rose	UK	2125888	16, 39
Saga Leisure Limited	Saga Ruby	UK	2363256	16, 39, 41, 43
Saga Leisure Limited	Saga Share Direct	UK	2067632	36
Direct Choice Insurance Company Limited	Direct Choice stylised wording and stick man logo	UK	2429456	36

Domain Names

Proprietor

Domain Name

Saga Group Limited

saga co uk

Miscellaneous

- 1 The Customer Database.
- 2 The Database Rights
- 3 The Software.

Material Premises

None at the date of this deed

Excluded Accounts

Charging Company Details of Account Bank Sort Code Account Number

Saga Services Limited NatWest (Folkestone)

Saga Services Limited NatWest (Folkestone)

Direct Choice Insurance Services Barclays (Basingstoke)

Limited

Collection Accounts (Unblocked)

Charging Company	Details of Account Bank	Sort Code	Account Number
MetroMail Limited	NatWest (Folkestone)		
Saga Group Limited	NatWest (Folkestone)		
Saga Group Limited	NatWest (Folkestone)		
Saga Publishing Limited	NatWest (Folkestone)		
Saga Services Limited	NatWest (Folkestone)		
Saga Services Limited	NatWest (Folkestone)		
Saga Services Limited	NatWest (Folkestone)		
Saga Services Limited	NatWest (Folkestone)		
Saga Services Limited	NatWest (Folkestone)		
Direct Choice Insurance Services Limited	Barclays (Basingstoke)		
Direct Choice Insurance Services Limited	Barclays (Basingstoke)	-	
Direct Choice Insurance Services Limited	Barclays (Basıngstoke)		
Premium Funding Limited	Barclays (Basingstoke)		

Mandatory Prepayment Accounts (Blocked)

Charging Company Details of Account Bank Sort Code Account Number

None at the date of this deed

The New Charging Companies

EXECUTED as a deed by SAGA LEISURE LIMITED acting by a director in the presence of)))
	Signature of director	
	Signature of witness	1 /41A 4
	Name of witness	TATIYANA HARRIMAN
	Address of witness	
	Occupation of witness	

Notice Details

Address

The Saga Building Enbrook Park

Folkestone Kent CT20 3SE

Facsimile.

+44(0) 1303 776 676

Attention.

EXECUTED as a deed by)
SAGA GROUP LIMITED)
acting by a director)
in the presence of)

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address-

The Saga Building Enbrook Park

Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention

EXECUTED as a deed by SAGA SERVICES LIMITED)
acting by a director in the presence of.)

Signature of director

Signature of witness

Name of witness TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address

The Saga Building Enbrook Park Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention:

EXECUTED as a deed by)
SAGA HOLDINGS LIMITED)
acting by a director)
in the presence of)

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address.

The Saga Building Enbrook Park Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention:

(a'm ---

EXECUTED as a deed by

SAGA 200 LIMITED

acting by a director

in the presence of

)

Signature of director

Signature of witness

Name of witness 7A

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address:

The Saga Building Enbrook Park Folkestone

Kent CT20 3SE

Facsımile

+44(0) 1303 776 676

Attention.

EXECUTED as a deed by SAGA 300 LIMITED acting by a director in the presence of.)))	
	Signature of director		
	Signature of witness		
	Name of witness	TATIYANA	HARRIMAN
	Address of witness		

Occupation of witness

Notice Details

Address. The Saga Building

Enbrook Park Folkestone Kent CT20 3SE

Facsimile

+44(0) 1303 776 676

Attention

EXECUTED as a deed by)
SAGA 400 LIMITED)
acting by a director)
in the presence of)

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address

The Saga Building Enbrook Park

Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention

EXECUTED as a deed by **SAGA 500 LIMITED** acting by a director in the presence of

Signature of director

Signature of witness

Name of witness

Address of witness

RICHARD SAURAMBA: BABRICK PARK, SANDGARE PORCESSONE, KENT CTOCO 3SE.

Occupation of witness

Notice Details

Address The Saga Building

Enbrook Park Folkestone Kent CT20 3SE

Facsimile

+44(0) 1303 776 676

Attention

EXECUTED as a deed by

SAGA PUBLISHING LIMITED

acting by a director

in the presence of

)

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN.

Address of witness

Occupation of witness

Notice Details

Address.

The Saga Building Enbrook Park Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention

EXECUTED as a deed by)
METROMAIL LIMITED)
acting by a director)
in the presence of)

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address*

The Saga Building

Enbrook Park Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention:

EXECUTED as a deed by)	
DIRECT CHOICE INSURANCE SERVICES LTD)	
acting by a director)	
in the presence of)	
• •	, ,	

Signature of director

Signature of witness

Name of witness

TATIYANA HARRIMAN

Address of witness

Occupation of witness

Notice Details

Address

The Saga Building

Enbrook Park Folkestone Kent CT20 3SE

Facsimile

+44(0) 1303 776 676

Attention

EXECUTED as a deed by PREMIUM FUNDING LTD acting by a director in the presence of)))
	Signature of director	• • • •
	Signature of witness	
	Name of witness	SAMANTHA HAYDEN
	Address of witness	

Occupation of witness

Notice Details

Address:

The Saga Building

Enbrook Park Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention:

The Parent

EXECUTED as a deed by SAGA PLC

acting by a director in the presence of

Signature of director

Signature of witness

TATIYANA HARRIMAN Name of witness

Address of witness

Occupation of witness

Notice Details

The Saga Building Address

Enbrook Park Folkestone Kent CT20 3SE

Facsimile

+44(0) 1303 776 676

Attention

The Parent

EXECUTED as a deed by **SAGA PLC** as agent for the existing Charging Companies acting by a director in the presence of:

Signature of director

Signature of witness

HARRIMAN TATIYANA Name of witness

Address of witness

Occupation of witness

Notice Details

Address:

The Saga Building Enbrook Park

Folkestone Kent CT20 3SE

Facsimile:

+44(0) 1303 776 676

Attention:

Security Agent

Signed by.

Authorised signatory
for and on behalf of
HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED

)

Leticia Wilson

Notice Details

Address:

8 Canada Square

Level 27 London E14 SHQ

United Kingdom

Facsimile.

+44 (0)20 7991 4350

Attention.

CTLA Trustee Services Administration

RESTRICTED

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