

MG01

Particulars of a mortgage or charge



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LASERFORM

230908/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

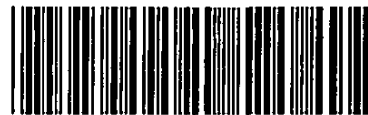
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

FRIDAY



A33 13/07/2012 #27
COMPANIES HOUSE

1 Company details

Company number 0 1 6 7 4 9 8 7

Company name in full Superbreak Mini-Holidays Limited (the **Chargor**)

12 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 Date of creation of charge

Date of creation 2 9 0 6 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Dutch law Notarial Deed of Pledge of Shares in Business Reservations
Centre Holland Holding B.V. (the **Company**) dated 29 June 2012, between,
amongst others, the Chargor and the Facility Agent (as defined below)
(the **Deed**)

4 Amount secured

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

Amount secured Each Facility Agent Claim, provided that the
Secured Liabilities do not include any liability or
obligation to the extent that it (if it were
included) would result in the Deed contravening any
law on financial assistance. The Secured Liabilities
shall extend from time to time to any (however
fundamental) amendment, supplement, novation,
variation, increase, extension (whether of maturity
or otherwise), restatement, re-enactment,
replacement, change in purpose of, or addition of
or to any of the Finance Documents (including the
designation of any document as a Finance Document)
and/or any facility or amount made available under
any of the Finance Documents (the **Secured
Liabilities**)

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Barclays Bank plc (the **Facility Agent**)

Address 5 The North Colonnade

London

Postcode E 1 4 4 B B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

See continuation sheet.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X *Amen to the* X

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

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Presenter information

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

Contact name Edward Sherrington

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country

DX

Telephone +44 203 088 4075



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 Security Interest

The Chargor agrees to pledge and pledges as a disclosed right of pledge to the Facility Agent all its Shares and Share Rights

1.2 Future assets

The Chargor must notify the Facility Agent immediately of

- (a) its intention to acquire a Future Share, and
- (b) its acquisition of any Future Share

1.3 General

- (a) All the security created under the Deed
 - (i) is security for the payment of all the Secured Liabilities, and
 - (ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Finance Party
- (b) If any discharge (whether in respect of the Security, the obligations of the Chargor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on bankruptcy, insolvency, liquidation, moratorium or otherwise without limitation, the Security created, and the obligations of the Chargor, under the Deed will continue as if the discharge or arrangement had not occurred
- (c) The Facility Agent accepts each right of pledge created under the Deed
- (d) The Facility Agent is the only person entitled to the Security

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or permit to subsist any Security Interest on any Security Asset,
- (b) sell, transfer or otherwise dispose of any Security Asset,
- (c) waive, amend or terminate, in whole or in part, any accessory or ancillary right or other right in respect of any Security Asset, or
- (d) take any action which would result in a reduction in the value, or might jeopardise the existence or enforceability, of any Security Asset or the Security,

except as expressly allowed, in each case, under the Credit Agreement or clause 7 (Shares) of the Deed

3. INTERPRETATION

Accession Agreement means

- (a) a letter, substantially in the form of Schedule 11 (Form of Accession Agreement) to the Credit Agreement), or
- (b) a Hedge Counterparty Accession Agreement,

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in each case with such amendments as the Facility Agent and the Parent may agree

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Credit Agreement

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

Administrative Party means a Mandated Lead Arranger or the Facility Agent

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term Affiliate shall not include

- (a) the UK government or any member of instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or
- (b) any persons or entities controlled by or under common control with the UK government or any member of instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries (within the meaning of section 1159 of the Companies Act 2006) or subsidiary undertakings (within the meaning of section 1162 of the Companies Act 2006)

Ancillary Facility means any ancillary facility made available by an Ancillary Lender under Clause 9 (Ancillary Facilities) of the Credit Agreement

Ancillary Facility Document means any document evidencing an Ancillary Facility

Ancillary Lender means each Lender or Affiliate of a Lender which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Credit Agreement

Borrower means the Parent, an Original Borrower or an Additional Borrower

Credit Agreement means the €230,000,000 credit agreement dated 29 June 2012 between, among others, the Parent, the Chargor and the Facility Agent

Existing Shares means all issued shares in the capital of the Company, consisting of thirty-three thousand seven hundred (33,700) registered shares (*aandelen op naam*) numbered 1 through 33,700 with, according to the Company's articles of association, a nominal value of one euro (EUR 1) each

Facility Agent Claim means any amount which an Obligor owes to the Facility Agent under Clause 26 (Security) of the Credit Agreement and, in respect of any Security Document governed by Austrian, Dutch or German law, any amount which an Obligor owes to the Facility Agent pursuant to subclause 26 1(c) (Security) of the Credit Agreement

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Parent setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Fee Letter,

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- (d) a Hedging Agreement,
- (e) the Hedging Letter,
- (f) a Transfer Certificate,
- (g) an Accession Agreement,
- (h) an Ancillary Facility Document,
- (i) a Resignation Request, or
- (j) any other document designated as such by the Facility Agent and the Parent

Finance Party means a Lender, an Issuing Bank, a Hedge Counterparty, an Ancillary Lender or an Administrative Party

Future Share means any future share in the share capital of the Company (whether existing or to be issued) to which the Chargor will become entitled after the date of the Deed

Group means the Parent and its Subsidiaries

Guarantor means the Parent, an Original Guarantor or an Additional Guarantor

Hedge Counterparty means

- (a) each Original Hedge Counterparty, or
- (b) any person which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with the provisions of subclause 3 6 (Hedging) and Schedule 14 (Intercreditor arrangements) of the Credit Agreement

Hedge Counterparty Accession Agreement means a letter, substantially in the form of Schedule 13 (Form of Hedge Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent, the relevant Hedge Counterparty and the Parent may agree

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Parent and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with or as referred to in the Hedging Letter delivered to the Facility Agent under subclause 5 1 (Conditions precedent documents) of the Credit Agreement

Hedging Letter means a letter dated on or about the date of the Credit Agreement between the Parent and the Facility Agent relating to the interest rate hedging effected or to be effected by the Group

Holding Company of any other person means a company in respect of which that other person is a Subsidiary

Issuing Bank means

- (a) an Original Issuing Bank, or
- (b) any person which becomes a Party as an Issuing Bank in accordance with subclause 34 2 (Assignments and transfers by Lenders or Issuing Banks) of the Credit Agreement

Lender means

- (a) an Original Lender, or

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Short particulars	<p>(b) any person which becomes a Party as a Lender in accordance with subclause 34.2 (Assignments and transfers by Lenders or Issuing Banks)</p> <p>Mandated Lead Arranger means Barclays Bank PLC, HSBC Bank PLC, HSBC Trinkaus & Burkhardt AG, Lloyds TSB Bank plc and The Royal Bank of Scotland plc</p> <p>Obligor means a Borrower or a Guarantor</p> <p>Original Borrower means the Subsidiaries of the Parent listed in Schedule 1 (Parties) to the Credit Agreement as original borrowers</p> <p>Original Guarantor means the Subsidiaries of the Parent listed in Schedule 1 (Parties) to the Credit Agreement as original guarantors</p> <p>Original Hedge Counterparty means Barclays Bank PLC, HSBC Bank PLC, HSBC Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services PLC</p> <p>Original Issuing Bank means Barclays Bank PLC, HSBC Bank PLC, HSBC Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services PLC</p> <p>Original Lender means Barclays Bank PLC, HSBC Bank PLC, HSBC Trinkaus & Burkhardt AG, Lloyds TSB Bank plc, The Royal Bank of Scotland plc and Abbey National Treasury Services PLC</p> <p>Parent means Holidaybreak Limited, registered number 02305562</p> <p>Party means a party to the Credit Agreement</p> <p>Resignation Request means a letter in the form of Schedule 12 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require</p> <p>Security means any security created by the Deed</p> <p>Security Assets means all assets of the Chargor the subject of any security created by the Deed</p> <p>Security Document has the meaning given to it in the Credit Agreement</p> <p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>Share Rights means all rights relating to a Share including</p> <p>(a) any dividend or interest paid or payable in relation to it, and</p> <p>(b) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus, reduction in nominal value or preference, under option rights as a result of liquidation or otherwise,</p> <p>but excluding any Voting Right</p> <p>Shares means</p>

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Short particulars

- (a) each Existing Share, and
- (b) each Future Share

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

Transfer Certificate means a certificate, substantially in the form of Schedule 6 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Parent

Voting Rights means all rights relating to a Share which permit the holder of that Share to exercise the voting rights attached to the Shares

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Please give the short particulars of the property mortgaged or charged

Short particulars



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1674987
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DUTCH LAW NOTARIAL DEED OF
PLEDGE OF SHARES DATED 29 JUNE 2012 AND CREATED BY
SUPERBREAK MINI-HOLIDAYS LIMITED FOR SECURING ALL
SUMS DUE OR TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JULY 2012

2



Companies House
— the registrar —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES