



Registration of a Charge

Company name: **HOLIDAY EXTRAS LIMITED**

Company number: **01693250**

Received for Electronic Filing: **29/10/2020**



X9GP68BD

Details of Charge

Date of creation: **15/10/2020**

Charge code: **0169 3250 0024**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **NONE**

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

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE PART OF THE**

**CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE
CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO
EACH OTHER PART OF SUCH CHARGING INSTRUMENT**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1693250

Charge code: 0169 3250 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2020 and created by HOLIDAY EXTRAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2020 .

Given at Companies House, Cardiff on 30th October 2020

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**



DRO/CAYH/070001.01437/73509740.8

Confirmatory Debenture

Dated 15 October 2020

The chargors listed in Schedule 1
(the Chargors)

National Westminster Bank plc
(as Security Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Deed

Dated 15 October 2020

Between

- (1) The chargors listed in Schedule 1 (*Chargors*) (each a **Chargor** and together the **Chargors**); and
- (2) National Westminster Bank plc, as security trustee for the Secured Parties (the **Security Agent**).

Recitals

- A The Security Agent's predecessor-in-title (The Royal Bank of Scotland plc) and the Chargors have entered into (or acceded to) a debenture (the **Debenture**) dated 17 April 2015 in relation to a facility agreement originally dated 17 April 2015 as amended and restated by an amendment and restatement agreement dated 18 January 2017, an amendment and restatement agreement dated 26 April 2018, an amendment and waiver letter dated 27 March 2020 made between, among others, the Security Agent and the Chargors (the **Facilities Agreement**). Holiday Extras Investments Limited and Park IT Solutions are party to supplemental debentures each dated 18 January 2017 granted in favour of the Security Agent predecessor-in-title in relation to the Facilities Agreement (the **2017 Supplemental Debentures**). The Chantry Corporation Limited, Holiday Extras Cover Limited and Holiday Extras Shortbreaks Limited are party to supplemental debentures each dated 16 July 2019 granted in favour of the Security Agent in relation to the Facilities Agreement (the **2019 Supplemental Debentures**).
- B City Hotel Reservations Limited (registered in England & Wales with company number 04654457 and with registered office at Royal Oak Building, Newingreen, Hythe, Kent, England, CT21 4JA) (**City Hotel Reservations**) is to confirm its accession to the Debenture as a Chargor in this Deed.
- C The Chargors, the Security Agent and others have entered into, or are proposing to enter into, an amendment and restatement agreement (the **Amendment and Restatement Agreement**) under the terms of which the parties to the Facilities Agreement agree to amend and restate the Facilities Agreement.
- D Holiday Extras Investments Limited (as borrower) and National Westminster Bank plc (as lender) have entered into, or will enter into, on or about the date hereof a senior term and revolving facilities agreement pursuant to the Coronavirus Large Business Interruption Loan Scheme which constitutes a Finance Document under the Facilities Agreement (as amended by the Amendment and Restatement Agreement) and is to be secured by (amongst other things) the Security created by this Deed.
- E Each Chargor has agreed to enter into this Deed to charge its respective business, assets and undertaking as a continuing security for the payment and discharge of the Secured Liabilities notwithstanding the changes made to the Finance Documents (as defined in the Facilities Agreement) pursuant to the Amendment and Restatement Agreement.
- F The conditions precedent to the effectiveness of the amendments to the Facilities Agreement set out in the Amendment and Restatement Agreement include the entry by the Chargors into this Deed.

G This Deed is a Transaction Security Document and a Finance Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Debenture.
- 1.1.2 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.
- 1.1.3 In this Deed, **Secured Liabilities** means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under each Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (as each of those capitalised terms is defined in the Facilities Agreement (as amended by the Amendment and Restatement Agreement)).

2 Accession of City Hotel Reservations

- 2.1 City Hotel Reservations confirms it has read and understood the contents of the Debenture.
- 2.2 With effect from the date of this Deed, City Hotel Reservations becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

3 Creation of Security

- 3.1 As a continuing security for the Secured Liabilities, each Chargor respectively charges, mortgages and assigns in favour of the Security Agent on the terms set out in Clause 3 (*Security Assets*) of the Debenture, Clause 2 (*Security Assets*) of the 2017 Supplemental Debentures and Clause 4 (*Security*) of the 2019 Supplemental Debentures all its business, assets and undertaking as more specifically referred to in the Debenture, the 2017 Supplemental Debentures and the 2019 Supplemental Debentures or as otherwise described in Schedule 2 (*Security Assets*) to this Deed, upon the terms contained in the Debenture, the 2017 Supplemental Debentures and the 2019 Supplemental Debentures.
- 3.2 This Deed is supplemental to the Debenture. Other than to the extent this Deed expressly provides otherwise:
 - (a) Clause 4 (*Nature of Security*) of the Debenture applies to the Security created under Clause 3.1 of this Deed as though references to "this Deed" contained therein are references to this Deed; and
 - (b) the rights, obligations, consents and other terms in the Debenture relating to the Security granted under it, shall apply to the Security granted under Clause 3.1 of this Deed, as if set out in full in this Deed.

4 Representations and warranties

The Chargors represent and warrant the terms of Clause 6 (*Representations and warranties*) of the Debenture on the date hereof, by reference to this Deed and the Security expressed to be created by it.

5 Negative pledge

Each Chargor undertakes that it will not:

- (a) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (other than the Floating Charge Assets on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent.

6 Further assurance

6.1 Further action

- 6.1.1 Each Chargor shall take all such action (including making all: filings and registrations) as may be legally necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to this Deed.

6.2 Registration at Companies House

Each Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

7 Continuing Debenture

- 7.1 Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Debenture is not effective to secure the Secured Liabilities. The Debenture shall continue in full force and effect as supplemented by this Deed.
- 7.2 The satisfaction of any obligation (other than one requiring a payment to be made) of a Chargor under the Debenture shall, where it is also contained in this Deed, be deemed to satisfy the same obligation of a Chargor under this Deed.

8 Further provisions

The provisions of Clauses 1.2 (*Construction*), 1.3 (*Law of Property (Miscellaneous Provisions) Act 1989*), 1.4 (*Implied Covenants for Title*), 1.5 (*Effect as a deed*), 3.4 (*Floating Charge*), 5.4 (*Notices*), 13 (*Protection of third parties*), 19.2 (*Counterparts*) and 21 (*Jurisdiction*) of the Debenture shall apply to this Deed as though they were set out in full in this Deed.

9 Governing law

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

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1 – Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number
Holiday Extras Investments Limited	England and Wales	07581191
Airparks Services (Birmingham) Limited	England and Wales	02907997
Airparks Services Limited	England and Wales	02652781
Parking For Flying Limited	England and Wales	03601546
HX Properties Limited	England and Wales	05412229
Holiday Extras Properties Limited	England and Wales	05525912
ABC Holdings Limited	England and Wales	03734280
Apple Barn Services Limited	England and Wales	04545537
Apple Barn Properties Limited	England and Wales	07586120
Holiday Extras Transport Limited	England and Wales	04542755
Holiday Extras Limited	England and Wales	01693250
Think W3 Limited	England and Wales	05122139
Park IT Solutions Limited	England and Wales	08738074
The Chantry Corporation Limited	England and Wales	02822650
Holiday Extras Cover Limited	England and Wales	05058680
Holiday Extras Shortbreaks Limited	England and Wales	02069224
City Hotel Reservations Limited	England and Wales	04654457

Schedule 2 – Security Assets

Part 1 Property

Chargor	Short Description of Property	Title Number (if registered)
Holiday Extras Investments Limited	<u>Royal Oak Motel, Ashford Road, Newingreen Hythe, CT21 4JA</u>	<u>K584735</u>
HX Properties Ltd	<u>Maple Manor Parking, London Road, Lowfield Heath, Crawley, RH10 8SW</u>	<u>SY123278</u>

Part 2 Intellectual Property

Intellectual Property
<i>Left intentionally blank</i>

Part 3 Shares

Chargor	Name of company in which shares are held	Shares
Holiday Extras Investments Limited	Airparks Services (Birmingham) Limited	2 ordinary shares of £1.00 each
	Airpark Services Limited	400 ordinary shares of £1.00 each
	Holiday Extras Limited	20,000 ordinary shares of £1.00 each
	Holiday Extras Properties Limited	2 ordinary shares of £1.00 each
	ABC Holdings Limited	13247 A ordinary shares of £1.00 each 698 B ordinary shares of £1.00 each
	HX Properties Limited	2 ordinary shares of £1.00 each

	Parking for Flying Limited	2 ordinary shares of £1.00 each
	Holiday Extras Transport Limited	2 ordinary shares of £1.00 each
	Park IT Solutions Limited	2 ordinary shares of £1.00 each
	Holiday Extras Shortbreaks Limited	2 ordinary shares of £1.00 each
	Holiday Extras Cover Limited	2 ordinary shares of £1.00 each
	The Chauntry Corporation Limited	100 ordinary shares of £1.00 each
	City Hotel Reservations Limited	371 A ordinary shares of £1.00 172 B ordinary shares of £1.00 29 C Ordinary shares of £1.00
ABC Holdings Limited	Apple Barn Properties Limited	16,800,000 ordinary shares of £1.00 each
	Apple Barn Services Limited	2 ordinary shares of £1.00 each
Holiday Extras Limited	Think W3 Limited	5,874 ordinary shares of £0.10 each 5,874 A ordinary shares of £0.10 each

SIGNATURES

The Chargors

**Executed as a deed by
Holiday Extras Investments
Limited**

acting by a
director in the presence of:



Matthew Pack

Signature of witness:

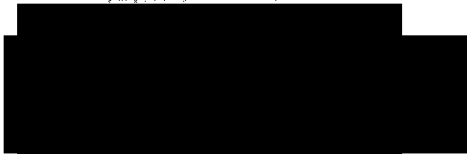


Kim Skinner

Name of witness:

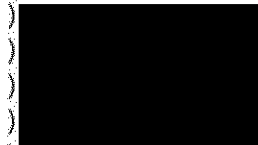
KIM SKINNER

Address



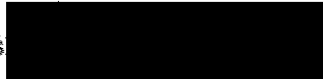
**Executed as a deed by
Airparks Services
(Birmingham) Limited**

acting by a
director in the presence of:



Hugo Loudon

Signature of witness:



Kim Skinner

Name of witness:

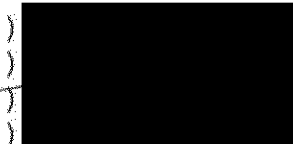
KIM SKINNER

Address

AS ABOVE

**Executed as a deed by
Airparks Services Limited**

acting by a
director in the presence of:



Hugo Loudon

Signature of witness:



Kim Skinner

Name of witness:

KIM SKINNER

Address

AS ABOVE

Hugo Loudon

Executed as a deed by
Parking For Flying Limited
acting by a
director in the presence of:

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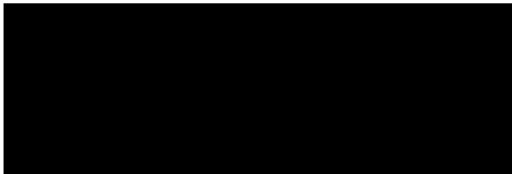
Signature of witness



Kim Skinner

Name of witness: KIM SKINNER

Address



Executed as a deed by
HX Properties Limited
acting by a
director in the presence of:

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)



Hugo Loudon

Signature of witness



Kim Skinner

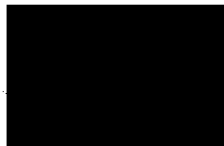
Name of witness: KIM SKINNER

Address

AS ABOVE

Executed as a deed by
Holiday Extras Properties
Limited
acting by a
director in the presence of:

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)



Hugo Loudon

Signature of witness



Kim Skinner

Name of witness: KIM SKINNER

Address

AS ABOVE

Executed as a deed by
ABC Holdings Limited
acting by a
director in the presence of:

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)
)
)

Hugo Loudon

Signature of witness

[Redacted Signature]

Kim Skinner

Name of witness:

KIM SKINNER

Address

[Redacted Address]

Executed as a deed by
Apple Barn Services Limited
acting by a
director in the presence of:

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)
)

Howard Dove

Signature of witness

[Redacted Signature]

Name of witness:

KIM SKINNER

Kim Skinner

Address

AS ABOVE

Executed as a deed by
Apple Barn Properties Limited
acting by a
director in the presence of:

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)

Hugo Loudon

Signature of witness

[Redacted Signature]

Kim Skinner

Name of witness:

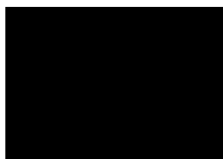
KIM SKINNER

Address

AS ABOVE

Executed as a deed by
Holiday Extras Transport
Limited
acting by a
director in the presence of:

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Hugo Loudon

Signature of witness:

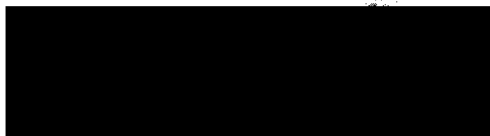


Kim Skinner

Name of witness:

KIM SKINNER

Address



Executed as a deed by
Holiday Extras Limited
acting by a
director in the presence of:

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Hugo Loudon

Signature of witness:



Kim Skinner

Name of witness:

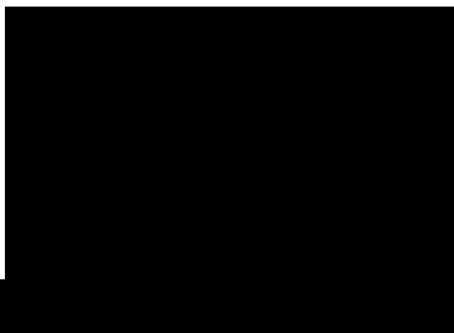
KIM SKINNER

Address

AS ABOVE

Executed as a deed by
Think W3 Limited
acting by a
director in the presence of:

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Matthew Pack

Signature of witness:



Kim Skinner

Name of witness:

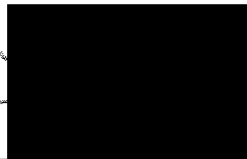
KIM SKINNER

Address

AS ABOVE

Executed as a deed by
Park IT Solutions Limited
acting by a
director in the presence of:

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)



Hugo Loudon

Signature of witness:



Kim Skinner

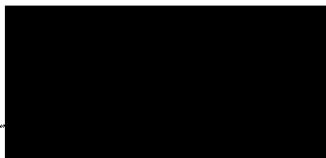
Name of witness: KIM SKINNER

Address:



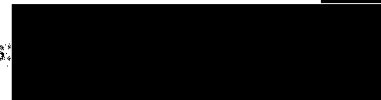
Executed as a deed by
The Chauntry Corporation Limited
acting by a
director in the presence of:

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)



Hugo Loudon

Signature of witness:



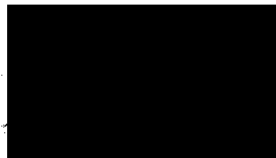
Kim Skinner

Name of witness: KIM SKINNER

Address: AS ABOVE

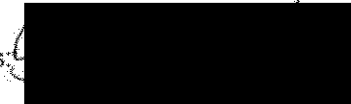
Executed as a deed by
Holiday Extras Cover Limited
acting by a
director in the presence of:

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Hugo Loudon

Signature of witness:



Kim Skinner

Name of witness: KIM SKINNER

Address: AS ABOVE

Executed as a deed by)
Holiday Extras Shortbreaks Limited)
acting by a)
director in the presence of:)

Hugo Loudon

Signature of witness: (

Kim Skinner

Name of witness:

KIM SKINNER

Address

Executed as a deed by)
City Hotel Reservations Limited)
acting by a)
director in the presence of:)

David Lee

Signature of witness: (

Kim Skinner

Name of witness:

KIM SKINNER

Address

AS ABOVE

Security Agent

Signed by authorised signatory)
for and on behalf of)
National Westminster Bank plc)

Executed as a deed by)
Holiday Extras Shortbreaks Limited)
acting by a)
director in the presence of:)

Signature of witness:

Name of witness:

Address
.....
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Executed as a deed by)
City Hotel Reservations Limited)
acting by a)
director in the presence of:)

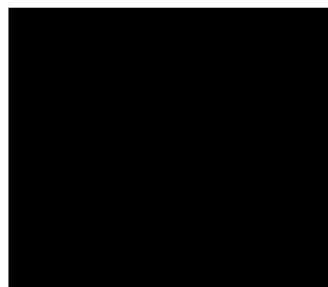
Signature of witness:

Name of witness:

Address
.....
.....

Security Agent

Signed by authorised signatory
for and on behalf of
National Westminster Bank plc



Dave Harris