

MG01

Particulars of a mortgage or charge

429129/13

Oyez

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

WEDNESDAY



\*AR366G84\*

A37

30/12/2009

168

COMPANIES HOUSE

**Company details**

Company number 0 4 5 2 0 4 5 7

Company name in full Travelzest plc (the "Company")

1 1 3

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

All fields are mandatory unless  
specified or indicated by \*

**Date of creation of charge**

Date of creation 2 2 1 2 2 0 0 9

**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

Legal Assignment of Keyman Policy (the "Assignment")

**Amount secured**

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

Amount secured

1. Pursuant to clause 2 (Covenant to pay) of the Assignment, in  
consideration of the Finance Parties providing or continuing to  
provide facilities (including loans, advances or further advances)  
to, or otherwise giving credit or granting accommodation or  
time to, the Company or any member of the Group, the  
Company:

(a) irrevocably and unconditionally covenanted with the  
Security Trustee to pay to the Security Trustee (as agent and  
trustee for the Finance Parties) or discharge on demand all the  
Secured Liabilities when the Secured Liabilities become due;  
and

Please also see continuation pages.

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 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.

Name	Barclays Bank plc (the "Security Trustee")
Address	Level 28, 1 Churchill Place, London
Postcode	E 1 4 5 H P
Name	
Address	
Postcode	

#### Continuation page

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

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1. Pursuant to clause 4.2 (Assignment) of the Assignment, the Company assigned, with full title guarantee, by way of absolute legal assignment, all the Company's rights, title, interest and benefit in and to the Keyman Policy. The Assignment is an absolute assignment for the purposes of Section 136 LPA and is not made by way of charge only.

#### Notes:

1. Pursuant to clause 9.1 (Negative pledge) of the Assignment, the Company covenanted that it shall not, without the express prior written consent of the Security Trustee:

- (a) create, purport to create or permit to subsist any security over the Keyman Policy;
  - (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of the Keyman Policy,
- unless permitted under the Credit Agreement.

2. Pursuant to clause 6 (Further assurance) of the Assignment, the Company covenanted that it shall at any time if required by the Security Trustee and at the Company's own expense:

- (a) execute and deliver to the Security Trustee such further assignments, authorities, documents, acts and things as the Security Trustee may in its discretion require of the whole or such part of the Keyman Policy as the Security Trustee may specify, in such form as the Security Trustee in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Keyman Policy in the Security Trustee, the nominee of the Security Trustee or in any purchaser from the Security Trustee or to perfect or protect the mortgages, charges and assignments created by the Assignment; and
- (b) pending the execution and delivery of any such assignments, authorities, documents, acts and things, hold the Keyman Policy upon trust for the Security Trustee or in any other manner required by the Security Trustee subject to the provisions of the Assignment.

**Please also see continuation pages.**

#### Continuation page

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

# MG01

## Particulars of a mortgage or charge

### 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

### 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 866).

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 870). 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).

### Signature

Please sign the form here.

Signature

Signature

X *Osborne Clarke* X

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

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## Particulars of a mortgage or charge

### 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

Dave Kerr

Company name

Osborne Clarke

Address

Temple Quay

2 Temple Back East

Bristol

Post town

County/Region

Postcode

B S I 6 E G

Country

DX 7818 Bristol

Telephone

+44 (0) 117 9173000

### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge



## Amount secured

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

Amount secured

(b) as a separate and independent stipulation and without prejudice to any other provision of the Assignment, the Company irrevocably and unconditionally covenanted with and guaranteed to the Security Trustee that it shall indemnify and keep indemnified the Finance Parties on demand by the Security Trustee (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Finance Parties or any of them as a result of any failure or delay by any Group Company to pay to the Security Trustee or discharge on demand all the Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.

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Particulars of a mortgage or charge



## Mortgagee(s) or person(s) entitled to the charge

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

Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

### Definitions:

**"Costs"** mean all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

**"Credit Agreement"** means the credit agreement originally dated 19 June 2008 made between (amongst others) the Original Lenders, Travelzest plc, the Original Guarantors, the Security Trustee and the Agent (each as defined in the Credit Agreement), as amended and restated pursuant to a deed of amendment and restatement dated 5 August 2009 and as further amended, varied, restated, supplemented, substituted, replaced or novated from time to time.

**"Default Rate"** means the default rate of interest payable on amounts due but unpaid.

**"Finance Document"** means each document specified as a Finance Document in the Credit Agreement.

**"Finance Parties"** has the meaning given to it in the Credit Agreement.

**"Group"** means the Company and its subsidiaries.

**"Group Company"** means a member of the Group.

**"Keyman Policy"** means the policy of life and critical illness assurance (short particulars of which are set out at Annex 1 (The Keyman Policy) to this form) and all moneys (including, without limitation, all bonuses and additions) payable thereunder or under any new policy or policies effected pursuant to Clause 9.2 (The Keyman Policy) of the Assignment.

**"Secured Liabilities"** mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Group Companies or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever under each Finance Document as amended, varied, restated, supplemented, substituted, replaced or novated to which the Company is a party, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) whether express or implied;
- (f) in whatever name, form or style;
- (g) in whatever currency it is denominated;
- (h) whether originally owing to a Finance Party or purchased or otherwise acquired by a Finance Party, its assignee or successor; or

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Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(i) otherwise;

including, without limitation:

(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;

(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by a Finance Party for or at the request of a Group Company; and

(c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis;

but excluding any obligation which, if it were included, would result in the Assignment contravening Section 678 or Section 679 of the Companies Act 2006.

### Annex 1 - The Keyman Policy

Policy number: L0193123333

Insurer: Scottish Equitable plc (trading as AEGON Scottish Equitable)

Life Assured: John Fraser

Sum Assured: £1,000,000

Policy start date: 9 December 2009

Policy end date: 9 December 2014

Policyholder: Travelzest plc





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

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

COMPANY NO. 4520457  
CHARGE NO. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL ASSIGNMENT OF KEYMAN  
POLICY DATED 22 DECEMBER 2009 AND CREATED BY  
TRAVELZEST PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY OR ANY MEMBER OF THE  
GROUP TO BARCLAYS BANK PLC (THE SECURITY TRUSTEE)  
(AS AGENT AND TRUSTEE FOR THE FINANCE PARTIES) ON  
ANY ACCOUNT WHATSOEVER 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 30 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

*p/act*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES