

MR01

Particulars of a charge

ashurst

196374/13.

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

WEDNESDAY



A3EOS734

A13

20/08/2014

#29

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 0 6 3 2 6 5 8 5
Company name in full JAC GROUP (HOLDINGS) LIMITED

For official use

6

→ **Filing 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 d 1 d 1 m 0 m 8 y 2 y 0 y 1 y 4

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 / SANNE FIDUCIARY SERVICES LIMITED as security trustee

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

Brief description

None

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"

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ 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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Ashurst LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name ESANDA/DGELLE/I231 442/36916572

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6326585

Charge code: 0632 6585 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2014 and created by JAC GROUP (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2014.

Dx

Given at Companies House, Cardiff on 30th August 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 11 August 2014

BETWEEN:

- (1) **JAC GROUP (HOLDINGS) LIMITED** (a company incorporated in England and Wales with registered number 06326585) and **JAC TRAVEL LIMITED** (a company incorporated in England and Wales with registered number 04714729) (the "New Charging Companies");
- (2) **SEBCO FINANCING LIMITED** (a company incorporated in England and Wales with registered number 09090328) (the "Obligors' Agent") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) **SANNE FIDUCIARY SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 30 July 2014 between, inter alia, 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.

1.2 Construction

Clause 1.2 (Construction) 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

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 Secured Obligations when they fall due for payment in the manner specified in the Finance Documents.

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

Ashurst LLP

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights.

- (a) by way of first legal mortgage, all Material Real Property (including as specified in schedule 1 (Real Property)); and
- (b) by way of first fixed charge
 - (i) all other Interests (not effectively charged under clause 2.3(a)) in the Material Real Property,
 - (ii) all Subsidiary Shares and corresponding Distribution Rights (including as specified in schedule 3 (Subsidiary Shares));
 - (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights,
 - (iv) all Equipment;
 - (v) all Book Debts,
 - (vi) all Cash Collateral Accounts (including as specified in schedule 3 (Cash Collateral Accounts (Blocked)));
 - (vii) all Material Intellectual Property (including as specified in schedule 4 (Intellectual Property));
 - (viii) its goodwill and uncalled capital,
 - (ix) to the extent and for so long as such assets are not effectively assigned by clause 2.4 (Security Assignment), the Assigned Agreements;
 - (x) to the extent and for so long as such assets are not effectively assigned by clause 2.4 (Security Assignment), the Insurances; and
 - (xi) to the extent and for so long as such assets are not effectively assigned by clause 2.4 (Security Assignment), the Hedging Agreements

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights

- (a) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
- (b) the Insurances (including as specified in Schedule 6 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant New Charging Company re-assign the

relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to the relevant New Charging Company (or as it shall direct)

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO 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. LAW

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.

EXECUTION VERSION

SCHEDULE 1

Material Real Property

None

SCHEDULE 2

Subsidiary Shares

Charging Company	Name of Subsidiary	Number and class of shares
JAC Group (Holdings) Limited	JAC Travel Limited	20,000 ordinary shares
JAC Group (Holdings) Limited	JAC Group of Companies Limited	19,200 ordinary shares

SCHEDULE 3

Cash Collateral Accounts (Blocked)

Charging Company	Account Bank	Sort Code	Account Number
JAC Travel Limited	The Royal Bank of Scotland plc		

Collection Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number
JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Travel Limited	The Royal Bank of Scotland plc		
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JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Travel Limited	The Royal Bank of Scotland plc		
JAC Group (Holdings) Limited	The Royal Bank of Scotland plc		

SCHEDULE 4

Intellectual Property

Charging Company	Trademark	Trademark Number	Status	Class	Country
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None

EXECUTION VERSION

SCHEDULE 5
Assigned Agreements

None

SCHEDULE 6

Insurance Policies

Charging Company	Policy and Policy Number	Insurance Company and address
JAC Travel Limited	Office Combined Insurance Policy Policy Number UC CMK 3955822	Travelers Insurance Company Limited, 61-63 London Road Redhill Surrey RH1 1NA
JAC Travel Limited	Computer Insurance Policy Policy Number 86500820ENP	Aviva Insurance Limited, Pitheavlis, Perth, Scotland PH2 0NH
JAC Group (Holdings) Limited	Insurance Policy in relation to management liability and corporate warranty <i>Policy Number: 0033568341</i>	AIG Europe Limited 58 Fenchurch Street London EC3M 4AB

*Abundant
LLP*

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

Executed as a deed by)
JAC GROUP (HOLDINGS) LIMITED)
)
)

Signature of director

Name of director

MARIO BODINI

Signature of witness

Name of witness

STEPHANIE MURRAY

Address of witness

Occupation of witness

Notice Details

Address 62-64 Chaulkors Road, London W6 9RS
Fax +44 (0)20 8748 8846
Attention CFO

Executed as a deed by)
JAC TRAVEL LIMITED)
)
)

Signature of director

Name of director

MARIO BODINI

Signature of witness

Name of witness

STEPHANIE MURRAY

Address of witness

Occupation of witness

Notice Details

Address 62-64 Chaulkors Road, London W6 9RS
Fax +44(0)20 8748 8846
Attention CFO

Obligors' Agent

Executed as a deed by

-- **SEBCO FINANCING LIMITED:** -----)

Signature of director

~~Name of director~~

Ben Johnson

Signature of witness

Name of witness

Hamiet Ferguson

Address of witness

Occupation of witness

Notice Details

Address c/o Vitruvian Partners Limited, 105 Wigmore Street, London, W1U 1QY

Fax: + 44(0)20 7518 2801

Attention: James Sanderson

Signed for and on behalf of **SANNE
FIDUCIARY SERVICES LIMITED**

Name: Martha Schnäcker

Name: James Saout

Address 13, Castle Street, St Helier, Jersey, JE4 5UT
Fax +44(0)1534 769770
Attention CS4