



Registration of a Charge

Company Name: **DOUGLAS TOPCO LIMITED**

Company Number: **10928377**



XB9PQ2OA

Received for filing in Electronic Format on the: **04/08/2022**

Details of Charge

Date of creation: **03/08/2022**

Charge code: **1092 8377 0001**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (THE "SECURITY AGENT")**

Brief description:

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: **I 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 ORIGINAL INSTRUMENT.**

Certified by: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10928377

Charge code: 1092 8377 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2022 and created by DOUGLAS TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2022 .

Given at Companies House, Cardiff on 5th August 2022

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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 3 August 2022 and is made between:

- (1) Plaza Holdco Limited (registered in England and Wales with registered number 14187902 and with its registered address at Stamford House, Boston Drive, Bourne End, England, SL8 5YS) for itself and for the Chargors (the “**Parent**”);
- (2) The entities listed in the first column of Schedule 1 (the “**Additional Chargors**” and each an “**Additional Chargor**”); and
- (3) Wilmington Trust (London) Limited as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 4 July 2022 between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.
- (C) Each Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions**

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR**2.1 Accession**

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by each Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disappplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

3.3 Assignment by way of Security

- (a) Each Additional Chargor assigns and agrees to assign absolutely with to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Material Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) 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 Security Accession 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.

4. FLOATING CHARGE

4.1 Floating charge

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to each Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:

- (i) this Security Accession Deed is enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or will be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
 - (iv) an Event of Default under clause 26.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) has occurred:
- (i) each Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (ii) each Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within three Business Days); or
 - (iv) an Administration Event occurs.

5. Consent of existing charging companies

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. Security power of attorney

6.1 Appointment and powers

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on each Additional Chargor by this Security Accession Deed or any other agreement binding on each Additional Chargor to which

the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which each Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and

- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 14 (*When Security Becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

7. Counterparts

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

8. Governing law and jurisdiction

Clause 27 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

This Security Accession Deed has been entered as a deed and delivered on the date given at the beginning of this Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and each Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
The Additional Chargors

Name of Additional Chargor	Registration Number	Jurisdiction of Incorporation
Douglas Topco Limited	10928377	England and Wales
Douglas Midco Limited	10928739	England and Wales
Douglas Bidco Limited	10929144	England and Wales
Virgin Experience Days Ltd	02409444	England and Wales
Leisure Vouchers Ltd	06244382	England and Wales
Exhilaration Limited	06579231	England and Wales


Schedule 2
Material Real Property

Registered land				
Chargor	Address	Administrative Area		Title number
None at the date of this Deed.				
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed.				

Schedule 3
Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Douglas Topco Limited	Douglas Midco Limited	Ordinary shares of £1 each	1
Douglas Midco Limited	Douglas Bidco Limited	Ordinary shares of £1 each	1
Virgin Experience Days Ltd	Leisure Vouchers Ltd	Ordinary Shares of £1 each	1,000
Virgin Experience Days Ltd	Exhilaration Limited	Ordinary Shares of £1 each	1,000
Douglas Bidco Limited	Virgin Experience Days Ltd	Ordinary Shares of £0.01 each	5,750,000

Schedule 4
Intellectual Property

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
Virgin Experience Days Ltd	00003087353	UK	16 – Gift certificates; gift vouchers; gift cards.	
Virgin Experience Days Ltd	UK00001430737	UK	41 - Training services operated in conjunction with a promotion; training services relating to sporting and recreational activities; consultancy services relating to all of the aforesaid; all included in Class 41.	ACORNE
Virgin Experience Days Ltd	000002287342	UK	<p>16 - Printed matter and printed publications; brochures and catalogues; books; gift vouchers and gift certificates.</p> <p>36 - Issuing of gift vouchers and gift certificates; issuing of tokens, vouchers and certificates of value.</p> <p>39 - Arranging of travel; travel agency; arranging travel for</p>	<p>EXHILARATION</p> <p><i>eXhilaration</i></p>

			<p>package holidays; booking of travel relating to holidays; arranging holiday transportation.</p> <p>41 - Leisure services; entertainment services; provision of services providing unusual and stimulating experiences in the field of leisure, sport, culture or entertainment; arranging of leisure, cultural and sporting activities and events; booking services relating to holiday entertainment.</p> <p>43 - Arranging accommodation; holiday planning and information services; booking services relating to temporary accommodation; arranging of holiday accommodation.</p>
Patents			
Proprietor/ADP number	Patent number	Description	
None at the date of this Deed.			
Domain Names			
acorne.co.uk			
acorneexperiencedays.co.uk			
aspirations-experiences.com			

checkmyvoucher.co.uk	
compliments-experiences.co.uk	
emerchandise.net	
exhilaration.co.uk	
fivestardays.com	
lastminute.com	
mailexperiences.co.uk	
theritzlondonvouchers.com	
socurate.com	
vedsvs.co.uk	
acornesvs.co.uk	
acorneplc.com	
leisurevouchers.co.uk	
Copyright	
Chargor	Proprietary Software
Virgin Experience Days Ltd	VED Platform - Rights in respect of a proprietary platform made available via its main trading website, virginexperiencedays.co.uk to facilitate direct consumer sales of its experience gifts and vouchers
Virgin Experience Days Ltd	Voucher System - rights in respect of a bespoke voucher application which facilitates the Target Group's management of its experience vouchers

Schedule 5
Material Insurance Policies

Chargor	Insurer	Policy Type	Policy details/ number
Virgin Experience Days Ltd	Hardy (Underwriting Agencies) Limited	Commercial Combined	
Virgin Experience Days Ltd	Chubb European Group SE	Travel	
Virgin Experience Days Ltd	Lorega Limited	Claims Assist	
All Chargors	Mi Commercial Risks Limited	Commercial Combined	
	Allianz Insurance plc	Material Damage, Computer Media & Additional Expenditure	

The Additional Chargors

EXECUTED AS A DEED

By: **DOUGLAS TOPCO LIMITED**

[Redacted Signature]

Signature of Director

.....CHRISTOPHER JENNINGS

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

.....SOPHIE OODS.....

Address of witness

[Redacted Address]

Occupation of witness

.....Accountant.....

EXECUTED AS A DEED

By: **DOUGLAS MIDCO LIMITED**

[Redacted Signature]

Signature of Director

.....CHRISTOPHER JENNINGS

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

.....SOPHIE OODS.....

Address of witness

[Redacted Address]

Occupation of witness

.....Accountant.....

EXECUTED AS A DEED

By: **DOUGLAS BIDCO LIMITED**



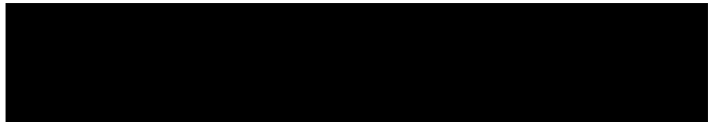
Signature of Director

.....CHRISTIAN JENNINGS.....

Name of Director

in the presence of:

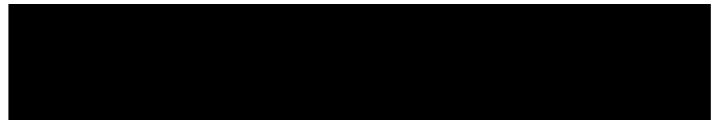
Signature of witness



Name of witness

SOPHIE ODDS.....

Address of witness



Occupation of witness

.....ACCOUNTANT.....

EXECUTED AS A DEED

By: **VIRGIN EXPERIENCE DAYS LTD**



Signature of Director

.....CHRISTIAN JENNINGS.....

Name of Director

in the presence of:

Signature of witness



Name of witness

SOPHIE ODDS.....

Address of witness



Occupation of witness

.....ACCOUNTANT.....

EXECUTED AS A DEED

By: **LEISURE VOUCHERS LTD**

[Redacted Signature]

Signature of Director

.....CHRISTIAN JENNINGS.....

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

.....SOPHIE ODDS.....

Address of witness

[Redacted Address]

Occupation of witness

.....ACCOUNTANT.....

EXECUTED AS A DEED

By: **EXHILARATION LIMITED**

[Redacted Signature]

Signature of Director

.....CHRISTIAN JENNINGS.....

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

.....SOPHIE ODDS.....

Address of witness

[Redacted Address]

Occupation of witness

.....ACCOUNTANT.....

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED by
PLAZA HOLDCO LIMITED
acting by

)
)
)
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

Matthew O'Donnell

Witness address:

[Redacted Address]

.....

Security Agent

Wilmington Trust (London) Limited

By:



Date: 3 August 2022