



Registration of a Charge

Company name: **SECRET ESCAPES LIMITED**

Company number: **07026107**



X7YTRX9D

Received for Electronic Filing: **07/02/2019**

Details of Charge

Date of creation: **04/02/2019**

Charge code: **0702 6107 0006**

Persons entitled: **SILICON VALLEY BANK**

Brief description: **THE TRADE MARK "TRAVELIST" REGISTERED IN HUNGARY WITH
TRADE MARK NUMBER 225381 UNDER CLASSES 39, 41, 43 AND 44.
PLEASE SEE THE CHARGE INSTRUMENT FOR FURTHER DETAIL.**

Contains fixed charge(s).

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 ORIGINAL
INSTRUMENT.**

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7026107

Charge code: 0702 6107 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2019 and created by SECRET ESCAPES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2019 .

Given at Companies House, Cardiff on 8th February 2019

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

Dated this 7 February 2019

Signed Osborne Clarke LLP **Supplemental Debenture**

THE SUPPLEMENTAL DEBENTURE is made on 4 February 2018
Osborne Clarke LLP

Between:

2 Temple Back East
The persons listed in Schedule 1 to this Deed (the "**Original Chargors**"); and

Temple Quay Bristol
Silicon Valley Bank a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 US (the "**Bank**").

BS1 6EG

Background

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security Interests over all of its assets for, amongst other things, its present and future obligations and liabilities under the Loan Documents.
- (B) The Company has acquired interests in certain Shares, Intellectual Property, SVB Operating Accounts and, in accordance with Clause 18.7 (Further Assurances) of the Loan Agreement (as defined in the Original Debenture (defined below)), the Company has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

The parties to this Supplemental Debenture agree as follows:

1. Definitions and Construction

1.1. Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following terms have the following meanings:

"**Original Debenture**" means the debenture between amongst others (1) the Original Chargors and (2) the Bank dated 12 October 2017.

1.2. Construction

- (a) Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.
- (b) Any references to the Bank or any Receiver shall include its Delegate.

1.3. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4. *Implied Covenants for Title*

The obligations of the Company under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5. *Effect as a Deed*

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Bank may have executed it under hand only.

2. *Security Assets*

2.1. *Fixed Charges*

- (a) Each Original Chargor, as security for the payment discharge and performance of the Secured Liabilities, charges in favour of the Bank, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:
 - (i) by way of first legal mortgage, each Property legal title to which is vested in it on the date of this Deed (Security Assets); and
 - (ii) by way of first fixed charge:
 - (A) all Property not effectively mortgaged under Clause 2.1(a)(i);
 - (B) all Plant and Machinery;
 - (C) all Shares specified in Part 3 of Schedule 2 (Security Assets);
 - (D) all Investments other than the Shares;
 - (E) all Receivables directed to be paid into the SVB Operating Accounts;
 - (F) all Receivables directed to be paid into the Third Party Accounts;
 - (G) the SVB Operating Accounts;
 - (H) the Third Party Accounts, other than the Excluded Deposits;
 - (I) all Intellectual Property specified in Part 2 of Schedule 2 (Security Assets);
 - (J) all other Intellectual Property; and
 - (K) its goodwill and uncalled capital.

3. *Incorporation*

The provisions of Clause 4 (*Nature of Security*) to Clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in

this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. Continuation

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Company agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Loan Document.

5. Governing law

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

6. Jurisdiction

- 6.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2. The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3. This Clause 6 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Supplemental Debenture has been duly executed on the above date first above written.

Schedule 1
The Original Chargors

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Secret Escapes Limited	England & Wales	07026107
Secret Escapes Transport Limited	England & Wales	10507990

Schedule 2**Security Assets****Part 1****The Bank Accounts****SVB Operating Accounts**

Chargor	Third Party bank	Account number	Sort Code	Branch address	Reference
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	SE Limited USD (US Domiciled)
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD CHF
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD DKK
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD Corporate Deposit (GBP)
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD GBP
Secret Escapes Limited	Silicon Valley Bank	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD GBP Opex
Secret Escapes Limited	Silicon Valley	██████████	██████████	Silicon Valley Bank, 3003 Tasman Dr.,	LTD HKD

EXECUTION VERSION

	Bank			Santa Clara, CA 95054, 408.654.7400	
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD NOK
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD SEK
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD SGD
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD USD (London located)
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD EUR
Secret Escapes Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	LTD EUR OPEX
Secret Escapes Transport Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	TRANSPORT GBP
Secret Escapes Transport Limited	Silicon Valley Bank			Silicon Valley Bank, 3003 Tasman Dr., Santa Clara, CA 95054, 408.654.7400	TRANSPORT EUR

Part 2*Intellectual Property*

Trade marks – Chargor – Secret Escapes Limited				
Trade mark number	Jurisdiction	Classes	Trade mark text/Device	Status
225381	Hungary	39, 41, 43, 44	TRAVELIST	Registered

Part 3*Shares*

Name of Chargor which holds the shares	Name of company issuing shares	Number and class
Secret Escapes Limited	Kaloe International s.r.o. (Czech Republic)	N/A – entire share capital held by Secret Escapes Limited

Signatories to this Deed

Original Chargors

Executed as a deed by)
Secret Escapes Limited)
acting by **T. VALENTINE**)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

JAMES RUSSELL-JONES

SOLICITOR

Executed as a deed by)
Secret Escapes Transport)
Limited)
acting by **T. VALENTINE**)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

JAMES RUSSELL-JONES

SOLICITOR

Bank

Executed as a deed by)
an authorised signatory)
for and on behalf of)
Silicon Valley Bank)

Signatories to this Deed

Original Chargors

Executed as a deed by)
Secret Escapes Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed by)
Secret Escapes Transport)
Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Bank

Executed as a deed by)
an authorised signatory)
for and on behalf of)
Silicon Valley Bank)

