

MR01

Particulars of a charge



Companies House

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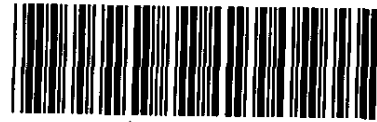


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A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is for**
You may use this form to register
an instrument.



For information, please
refer to:
Companies House

This form **must be delivered to the Registrar for**
21 days beginning with the day after the date of
delivery outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

A18
13/02/2019
COMPANIES HOUSE
#67



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 07026107

Company name in full Secret Escapes Limited

13 For official use

→ **Filling 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 04/02/2019

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 Lucid Trustee Services Limited as Pledgee

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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Particulars of a charge

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	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement 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. <input type="checkbox"/>	1 This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X KIRKLAND & ELLIS INTERNATIONAL LLP This form must be signed by a person with an interest in the charge.	X

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	Mamoun Shafi
Company name	Kirkland & Ellis International LLP
Address	30 St Mary Axe
Post town	London
County/Region	
Postcode	E C 3 A 8 A F
Country	United Kingdom
DX	
Telephone	020 7953 2556



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7026107

Charge code: 0702 6107 0013

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 13th February 2019.

1

Given at Companies House, Cardiff on 18th February 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



4 February 2019

**AGREEMENT ON A PLEDGE OF OWNERSHIP INTEREST IN A
LIMITED LIABILITY COMPANY**

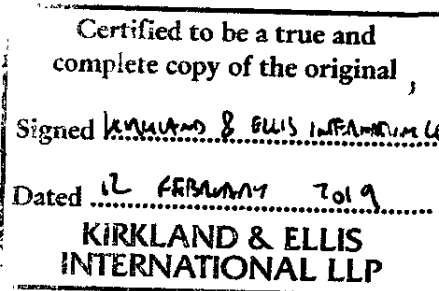
Secret Escapes Limited
as Pledgor

and

LUCID TRUSTEE SERVICES LIMITED
as Pledgee

and

Kaloa International s.r.o.
as Company



save for the material redacted
pursuant to section 8599 of
the Companies Act 2006.

Kinstellar, s.r.o., advokátní kancelář
Na Příkopě 19
117 19 Prague 1
Czech Republic

Telephone (420) 221 622 111
Facsimile (420) 221 622 199
Ref: 206473

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THIS AGREEMENT ON A PLEDGE OF OWNERSHIP INTEREST IN A LIMITED LIABILITY COMPANY
(the "**Agreement**") is made on 4 February 2019 at 15:45

BETWEEN:

- (1) **Secret Escapes Limited**, a company incorporated under the laws of England and Wales, with its registered office at 4th Floor 120 Holborn, London, EC1N 2TD, United Kingdom of Great Britain and Northern Ireland, registered at the Registrar of Companies for England and Wales under No. 07026107, as pledgor (the "**Pledgor**");
- (2) **LUCID TRUSTEE SERVICES LIMITED**, a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG, as pledgee (the "**Pledgee**"); and
- (3) **Kaloe International s.r.o.**, a company incorporated under Czech law, with its registered office at Pernerova 691/42, Karlín, 186 00 Prague 8, Czech Republic, identification No. 060 71 121, registered in the Commercial Register kept by the Municipal Court in Prague, File No. C 275614, as company (the "**Company**").

WHEREAS:

- (A) The Pledgee, the Pledgor and the Company, among other parties, have entered into the Second Lien Facility Agreement (as defined below.)
- (B) The Pledgor wishes to secure the monetary debts of the Existing Obligors (as defined below) to the Pledgee arising under the Existing Finance Documents (as defined below).

THE PARTIES HAVE AGREED AS FOLLOWS:

1 Interpretation

- 1.1 In this Agreement, unless a contrary indication appears, capitalised terms used in the Second Lien Facility Agreement have the same meaning and construction and:

"**Business Corporations Act**" means Act No. 90/2012 Coll., the Business Corporations Act, as amended.

"**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.

"**Commercial Register**" means the public register defined in Section 42 of Act No. 304/2013 Coll., on the public registers of legal and natural persons, as amended.

"**Encumbrance**" means:

- (a) a pledge (in Czech: "*zástavní právo*");
- (b) transfer of a right for security (in Czech: "*zajišťovací převod práva*"); and
- (c) any other encumbrance or rights of third parties (absolute and relative) that encumber any obligation of any person other than the Pledgee.

"**Event of Default**" has the meaning set forth in the Second Lien Facility Agreement.

"**Existing Finance Documents**" means the Second Lien Facility Agreement, the Security Trust Deed and other Finance Documents, which were entered into before or on the date of this Agreement.

"Existing Obligors" means (i) the Pledgor and (ii) those Obligors that are a party to the Existing Finance Documents as at the date of this Agreement.

"Existing Pledge" means the pledge right over the Ownership interest established on the basis of the pledge agreement dated 11 October 2017 entered into between the Pledgor as pledgor and SILICON VALLEY BANK, a bank incorporated under Californian law, with its registered office at 3003 Tasman Drive, Santa Clara, California 95054, United States of America, registered at the California Secretary Of State under No. C1175907, acting through its branch SILICON VALLEY BANK, with its registered office at Alphabeta 14-18 Finsbury Square, London, EC2A 1BR, United Kingdom of Great Britain and Northern Ireland, registered at the Registrar of Companies for England and Wales under No. BR014561, as pledgee.

"Memorandum of Association" means the Company's memorandum of association (in Czech: "*společenská smlouva*") or its deed of incorporation (in Czech: "*zakladatelská listina*") and Articles of Association of the Company, as amended, as of the date of this Agreement.

"Ownership Interest" means the Pledgor's ownership interest in the Company corresponding to one hundred per cent (100 %) of the Company's registered capital.

"Party" means a party to this Agreement.

"Pledge" means the pledge right over the Ownership Interest established in favour of the Pledgee in accordance with Clause 2 (*Pledge*).

"Proceeds" means any payments by the Company to its members by virtue of their participation in the Company.

"Prohibition of Dispositions" means each prohibition and limitation under Clause 4 (*Prohibition of Dispositions*) of this Agreement.

"Second Lien Facility Agreement" means a second lien facility agreement dated 4 February 2019 entered into, amongst others, between SECRET ESCAPES LIMITED as the Borrower, SECRET ESCAPES TRANSPORT LIMITED and Pledgor as the Original Guarantors, LUCID AGENCY SERVICES LIMITED as Agent and LUCID TRUSTEE SERVICES LIMITED as Security Agent.

"Secured Debt" means the monetary debt of the Existing Obligors to the Pledgee arising pursuant to, and strictly in accordance with terms of the Existing Finance Documents that: (i) exists as at the date of this Agreement, (ii) is conditional, or (iii) arises in the future until 4 February 2028 up to the maximum amount EUR 50,000,000 and which arises under Clause 4.2 (*Parallel Debt*) of the Security Trust Deed, but only to the extent that such monetary debt arises due to the Existing Obligors' obligation to

(in each case, as provided for in, and permitted by the Existing Finance Documents):

- (a) repay the principal under the Second Lien Facility Agreement;
- (b) pay interest under the Second Lien Facility Agreement;
- (c) pay default interest on debt arising under, or in connection with, the Existing Finance Documents;
- (d) pay all fees and premiums arising under, or in connection with, the Existing Finance Documents,

- (e) pay all costs, fees and expenses arising in connection with the enforcement of the Pledgee's rights arising under, or in connection with, the Existing Finance Documents;
- (f) pay any contractual penalty arising under, or in connection with, the Existing Finance Documents;
- (g) pay damages (including any claims for the recovery of lost profits) arising in connection with the Existing Finance Documents;
- (h) return unjust enrichment in connection with the withdrawal from or invalidity of any Existing Finance Documents; and
- (i) pay any other existing, conditional or future debts arising under, or in connection with, the Existing Finance Documents.

"Security Trust Deed" means the security trust deed dated the date of the Second Lien Facility Agreement between each of the parties to the Second Lien Facility Agreement.

- 1.2 The provisions in Clause 1.2 (*Interpretation*) of the Second Lien Facility Agreement apply to this Agreement with all necessary changes.
- 1.3 In the event of a conflict between the terms of this Agreement and the Second Lien Facility Agreement, the terms of the Second Lien Facility Agreement shall prevail.

2 Pledge

- 2.1 The Pledgor pledges in a second ranking the Ownership Interest in favour of the Pledgee and the Pledgee accepts the Pledge.
- 2.2 The Pledge secures the timely, full and due payment of the Secured Debt.
- 2.3 By the execution of this Agreement the Company confirms that it has been notified of the creation of the Pledge, effective as of the date of this Agreement.

3 Perfection of the Pledge

- 3.1 The Pledge will be established by its registration in the Commercial Register.
- 3.2 The Pledgor undertakes to ensure that the Company files, within three (3) Business Days of the date of this Agreement, at the relevant court an application for the registration:
 - 3.2.1 of the Pledge; and
 - 3.2.2 of the Prohibition of Dispositions;in the Commercial Register. The application shall comply with the requirements of Czech law necessary for the registration of the Pledge and the Prohibition of Dispositions into the Commercial Register.
- 3.3 The Pledgee undertakes to provide the Pledgor and the Company with any assistance that the Pledgor and the Company reasonably requests and that is necessary for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register.
- 3.4 Nothing in this Clause 3 (*Perfection of the Pledge*) limits the Pledgee's right to submit an application for the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register in which case the Pledgor and the Company shall promptly provide

the Pledgee with any assistance it reasonably requests in connection with the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register.

- 3.5 The Pledgee agrees to be registered in the Commercial Register as pledgee.
- 3.6 The Pledgor or the Company shall promptly inform the Pledgee of the fulfilment of its obligations under this Clause 3 (*Perfection of the Pledge*) by providing the Pledgee with a copy of an application for the registration of the Pledge and the Prohibition of Dispositions to the Commercial Register with a seal of the filing stamp of the competent court.
- 3.7 The Pledgor or the Company agree to inform the Pledgee within five (5) Business Days if any of them becomes aware of any decisions of a court relating to the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register and deliver to the Pledgee a copy of such decisions.
- 3.8 Provisions of this Clause 3 (*Perfection of the Pledge*) do not prevent any Party from filing of an application for registration with the Commercial Register to the respective registry court.

4 Prohibition of Dispositions

- 4.1 The Pledgor shall not for the purposes of protection of the value of the Pledge and Ownership Interest for the Pledgee:

- (a) create or permit the existence of any other Encumbrance over the Ownership Interest other than the Existing Pledge and the Pledge; and
- (b) alienate the Ownership Interest (including the prohibition to voluntarily enter into a single transaction or a series of transactions (whether related or not) that would lead to the sale or transfer of the Ownership Interest)

without the prior written consent of the Pledgee.

- 4.2 Without the consent of the Pledgee, the Pledgor shall not entrust the Ownership Interest to a trustee to set up a trust (in Czech: "*svěřenský fond*"), as well as the Pledgor shall not entrust the administration of the Ownership Interest to any third party.
- 4.3 The Prohibition of Dispositions under Clause 4.1 is created as a right *in rem* and for the time of duration of the Pledge, but no longer than until 4 February 2028.
- 4.4 To the extent that the Prohibition of Dispositions is not registered in the Commercial Register (for whatever reason) as a right *in rem*, it is created as a relative (*in personam*) right.
- 4.5 In the event that the Pledgor is entitled under the Finance Documents to act in the manner that would be contrary to the limitations stated in this Clause 4 (*Prohibition of Dispositions*), it is understood that the Pledgee consents with such act and the Pledgor is entitled to do so.

5 Undertakings

- 5.1 Subject to the prior written consent of the Pledgee the Pledgor shall not acquire or take over any property that is subject to a pledge or is connected with any debts within the meaning of Section 1893 et seq. of the Civil Code.

The Pledgor shall, at its own expense, promptly do whatever is necessary or whatever the Pledgee requires to:

- 5.2.1 perfect or protect the Pledge or the ranking of the Pledge; or
- 5.2.2 facilitate the enforcement of the Pledge or the exercise of any rights vested in respect of the Pledge in the Pledgee.
- 5.3 The Pledgor shall not otherwise deal with the Ownership Interest, or any of its rights to the Ownership Interest, otherwise than in accordance with the Finance Documents.
- 5.4 The Pledgor will pay all taxes, levies and fees relating to the Ownership Interest in a due and timely manner. The Pledgor will provide evidence of compliance with this obligation to the Pledgee promptly upon the Pledgee's request.
- 5.5 The Pledgor undertakes that it shall not permit creation of more ownership interests or other kinds of ownership interests in the Company other than the Ownership Interest.
- 5.6 The Pledgor undertakes that it shall not amend the Memorandum of Association in a way that would permit the Company to issue share certificates.
- 5.7 The Pledgor and the Company agree to inform the Pledgee within five (5) Business Days if any of them becomes aware of any:
 - 5.7.1 Encumbrance that has been created over the Ownership Interest, including any Encumbrance arising by operation of law or from a decision of an authority;
 - 5.7.2 claims or rights that could affect the Pledgee's or the Pledgor's rights to the Ownership Interest or the Pledge;
 - 5.7.3 circumstances that have resulted or may result in a material decrease in the value of the Ownership Interest,
 - 5.7.4 fact which results or may result in any of the circumstances or events described in Clause 8 (*Changes in the Ownership Interest*) occurring;
 - 5.7.5 calling of the general meeting of the Company, a decision of the general meeting of the Company or a decision of a sole member of the Company, as the case may be, if the agenda of the general meeting contains, or the decision relates to (a) a matter which may have a Material Adverse Change or (b) relates to distribution of Proceeds; and
 - 5.7.6 representation set out in Clause 6 (*Representations and Warranties*) being untrue, incomplete or misleading.
- 5.8 The Pledgor and the Company agree to inform the Pledgee of any amendment to the Memorandum of Association by sending to the Pledgee the entire wording of the Memorandum of Association with highlighted changes as soon as practicable after the amendment has been adopted.
- 5.9 Obligations created pursuant to this Clause 5 (*Undertakings*) shall last as long as the Pledge.

6 Representations and Warranties

- 6.1 The Pledgor makes the representations set out in this Clause 6.1 to the Pledgee on the date of this Agreement and warrants to the Pledgee that they are true, complete and not

misleading and that it has made all necessary enquiries to satisfy itself of their true, complete and not misleading character:

- 6.1.1 the Pledgor has been validly incorporated and duly exists under the laws of the England and Wales;
- 6.1.2 the Pledgor has full power and authority to enter into and perform its obligations under this Agreement;
- 6.1.3 the Pledgor has duly taken all necessary corporate actions to enable the Pledgor to enter into and perform its obligations under this Agreement;
- 6.1.4 the Pledgor is the exclusive owner of the Ownership Interest and has full power to deal with the same as required by this Agreement;
- 6.1.5 the Pledgor's obligations under this Agreement are valid and enforceable in accordance with their terms;
- 6.1.6 the Pledgor is not insolvent (in Czech: "v úpadku"), there is no impending insolvency (in Czech: "hrozící úpadek") with regard to the Pledgor, no insolvency proceedings have been initiated against the Pledgor and, to the best of its knowledge, no insolvency petition has been filed against the Pledgor with an insolvency court (in each case within the meaning of any applicable insolvency legislation);
- 6.1.7 the Pledgor will not become insolvent by the performance of its obligations under this Agreement (within the meaning of any applicable insolvency legislation);
- 6.1.8 the Pledgor has not been nor is about to be (i) wound up, (ii) liquidated or (iii) dissolved;
- 6.1.9 the Pledgor has not agreed to sell or in any other way dispose of the whole or part of the Ownership Interest to any third party unless permitted under the Finance Documents;
- 6.1.10 to the Pledgor's best of knowledge, there is no action, suit, litigation, arbitration or proceedings (including enforcement proceedings (in Czech: "výkon rozhodnutí")) in progress, pending or threatened against, or relating to, the Pledgor or the Ownership Interest, and there are no obligations relating to the Ownership Interest which are due but not paid;
- 6.1.11 there is no judgment, decree, injunction, rule or order of any court, government body, commission, agency or arbitrator which could have an adverse effect on the Pledgor or the Ownership Interest in existence;
- 6.1.12 there are no circumstances that have or could result in partial or complete invalidity or unenforceability of the Pledge, Prohibition of Dispositions or any other obligation of the Pledgor under this Agreement;
- 6.1.13 the Ownership Interest is not a subject to Encumbrance other than the Existing Pledge and the Pledge will be created after its registration in the Commercial Register as valid and executable right to the Ownership Interest in second ranking;
- 6.1.14 the Ownership Interest is freely transferable;

- 6.1.15 the Ownership Interest represents a one hundred per cent (100 %) share in the registered capital of the Company and in the voting rights of the Company's members; there are no other ownership interests or other kinds of ownership interests in the Company other than the Ownership Interest;
- 6.1.16 the contribution corresponding to the Ownership Interest and all contributions to capital funds of the Company relating to the Ownership Interest have been fully paid up,
- 6.1.17 the Memorandum of Association attached in Schedule 1 (*Memorandum of Association*) is a complete and up-to-date wording of the Memorandum of Association as of the date of this Agreement,
- 6.1.18 save as required under Clause 3 (*Perfection of the Pledge*), there are no proceedings pending which relate to the entry, change or cancellation of any facts relating to the Company which are registered in the Commercial Register; and
- 6.1.19 the Company has been validly founded and incorporated and duly exists under the laws of the Czech Republic.

6.2 Company's Representations and Warranties

The Company makes the representations set out in this Clause 6.2 to the Pledgee on the date of this Agreement and warrants to the Pledgee that they are true, complete and not misleading and that it has made all necessary enquiries to satisfy itself of their true, complete and not misleading character:

- 6.2.1 the Company has granted the Pledgor all necessary approvals and consents to enter into this Agreement and perform its obligations hereunder, and all approvals and consents are in full force and effect;
- 6.2.2 the facts registered in the Commercial Register in relation to the Company as shown in the extract from the Commercial Register attached in Schedule 2 (*Extract*) of this Agreement are true and complete and no changes (whether effective or not) have occurred between the date of the extract and the date of this Agreement in relation to the facts that are or should be noted in the extract;
- 6.2.3 the general meeting of the Company, or the sole member of the Company exercising the powers of the general meeting of the Company, has not decided on the increase in or reduction of the registered capital or transformation of the Company;
- 6.2.4 the Ownership Interest is freely transferable;
- 6.2.5 the Company has not issued share certificates;
- 6.2.6 the Memorandum of Association does not contain any provision which could adversely affect or restrict the enforcement of the Pledge under this Agreement, in particular it does not restrict a transfer of the Ownership Interest in connection with the enforcement of the Pledge under this Agreement by granting pre-emption rights to the other members of the Company;

- 6.2.7 the contribution corresponding to the Ownership Interest and all contributions to capital funds of the Company relating to the Ownership Interest have been fully paid up;
 - 6.2.8 the Company is acquainted with the content of the Existing Finance Documents to the extent necessary for full consideration of its rights and obligations under this Agreement;
 - 6.2.9 the Company has not been nor is about to be (i) wound up, (ii) liquidated or (iii) dissolved without prior written consent of the Pledgee;
 - 6.2.10 to the Company's best of knowledge there is no action, suit, litigation, arbitration or proceedings (including enforcement proceedings (in Czech: "výkon rozhodnutí")) in progress, pending or threatened against, or relating to, the Company or the Ownership Interest and there are no obligations relating to the Ownership Interest which are due but not paid; and
 - 6.2.11 there is no judgment, decree, injunction, rule or order of any court, government body, commission, agency or arbitrator which could have an adverse effect on the Company or the Ownership Interest in existence.
- 6.3 The representations made by (i) the Pledgor in Clause 6.1 above and (ii) the Company in Clause 6.2 above are deemed to be repeated by the Pledgor and the Company at the same times as the representations under Clause 19 (*Representations*) of the Second Lien Facility Agreement.

7 Exercise of Rights

- 7.1 The Pledgor may exercise its voting rights in respect of the Ownership Interest only in a manner which does not adversely affect the value of the Ownership Interest and the validity or enforceability of the Pledge.
- 7.2 The Pledgor may not, without the prior written consent of the Pledgee (which is not to be unreasonably withheld), decide or vote in favour of:
 - 7.2.1 a change in the amount of the registered capital of the Company;
 - 7.2.2 any merger, demerger or other transformation or winding-up of the Company,
 - 7.2.3 any limitations on the transferability of the Ownership Interest;
 - 7.2.4 any amendment to the Memorandum of Association that would permit issuing (i) more ownership interests or (ii) other kinds of ownership interests other than the Ownership Interest or (iii) share certificates;
 - 7.2.5 any other material change in, or amendment to, the Memorandum of Association that could affect the Pledgee's rights under the Finance Documents; or
 - 7.2.6 any distribution of Proceeds, including advance payments on Proceeds.
- 7.3 After the occurrence of an Event of Default, the Pledgor must exercise its member's rights in the Company connected with the Ownership Interest according to the Pledgee's instructions.

- 7.4 Prior to the occurrence of an Event of Default, the Pledgor is entitled to receive and retain the Proceeds in accordance with the Finance Documents and the Company will pay the Proceeds to the Pledgor.
- 7.5 The Pledgee shall be entitled to receive and retain the Proceeds once an Event of Default has occurred and the Pledgee has given a notice to this effect to the Company.
- 7.6 If the Company receives a notice pursuant to Clause 7.5 above, it undertakes to direct all Proceeds to the bank account specified by the Pledgee.

8 Changes in the Ownership Interest

- 8.1 The Pledge shall not be affected by any changes in the amount of the Ownership Interest or registered capital of the Company, including any changes arising from an additional contribution to the Company's registered capital by the Pledgor.
- 8.2 In case of a division of the Ownership Interest, the Pledge shall extend to any ownership interest created by the division of the Ownership Interest. The Pledge remains unaffected by a transfer of the Ownership Interest.
- 8.3 In case of the transformation of the Company, the ownership interest or shares exchanged for the Ownership Interest will become the subject of the Pledge and they will be regarded as the Ownership Interest for the purposes of this Agreement.
- 8.4 If any circumstance or event described in Clauses 8.1 to 8.3 above occurs, the Company and the Pledgor shall enter into (and shall cause any acquirer of the Ownership Interest or any part thereof to enter into) any document or agreement, as the Pledgee may reasonably require, for the protection of the Pledge or adjustment of this Agreement within five (5) Business Days of the Pledgee's demand.

9 Enforcement of the Pledge

9.1 General provisions

- 9.1.1 If any of the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Pledgee may enforce the Pledge. When enforcing the Pledge, the Pledgee may, in his own discretion, elect any of methods of enforcement permitted by law or the method of enforcement agreed in this Clause 9 (*Enforcement of the Pledge*) of this Agreement.
- 9.1.2 The Pledgee shall notify the Pledgor in writing of the commencement of enforcement of the Pledge pursuant to Section 1362 of the Civil Code.
- 9.1.3 The Pledgee shall submit an application for the registration of the beginning of enforcement into the Commercial Register.
- 9.1.4 The Pledgee is not entitled to enforce the Pledge sooner than thirty (30) days after the beginning of enforcement is registered in the Commercial Register or after it notifies the Pledgor of the beginning of the enforcement of the Pledge, whichever event occurs later.
- 9.1.5 If any of the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Pledgee may, without prejudice to its rights under this Clause 9 (*Enforcement of the Pledge*), do any of the following and the Pledgor expressly consents to and authorises the Pledgee to take the following action:

- (i) the Pledgee may, either on its own behalf or on behalf of the Pledgor, take all steps necessary to ensure that the price of the Ownership Interest does not fall and that the enforcement of the Pledge is in no way endangered; and
- (ii) the Pledgee may, in its sole discretion, have the Ownership Interest valued at the expense of the Pledgor.

- 9.1.6 At the Pledgor's written request, the Pledgee will, without undue delay, pay to the Pledgor any surplus funds held by it following the complete satisfaction of the Secured Debt.
- 9.1.7 The Pledgee shall promptly report in writing to the Pledgor details of the sale of the Ownership Interest and of costs related to the sale (and of other costs for which the Pledgee is entitled to be reimbursed), of the proceeds of the sale and their use.
- 9.1.8 If a new method of enforcement of the Pledge (including such method that may be agreed between the Pledgor and the Pledgee) is allowed after the date of this Agreement under Czech law, then the Pledgor and the Company agree to duly sign an amendment to this Agreement in order to allow this new method of enforcement of the Pledge under this Agreement and deliver the duly executed amendment to the Pledgee within ten (10) Business Days of receiving a draft of such amendment from the Pledgee (such draft being already executed on behalf of the Pledgee).
- 9.1.9 The Pledgor further agrees to take any other actions and to enter into any other provisions with the Pledgee (in a form and content acceptable to the Pledgee) which the Pledgee requires in order to allow a new method of enforcement of the Pledge under this Agreement.
- 9.1.10 In the event that the Pledgee deems it appropriate, the Pledgee is entitled to disclose information relating to the Pledgor or any other person and this Agreement to any present or proposed direct or indirect successor or to persons interested in acquisition of the Ownership Interest pursuant to Clause 9.2 (*Direct Sale*); or to any other person to whom such information shall be disclosed under the relevant legislation.
- 9.1.11 The Parties expressly consents, that after an unsuccessful attempt to sell the Ownership Interest the Pledgee can at its discretion acquire that Ownership Interest of Pledgor.
- 9.1.12 Following an unsuccessful attempt to sell the Ownership Interest the Pledgee may demand the Pledgor to transfer the Ownership Interest to the Pledgee within one month after such unsuccessful attempt.

9.2 Direct Sale

- 9.2.1 Without a prejudice to Clause 9.1 above, the Pledgor and the Pledgee have agreed on the following manner of enforcement of the Pledge – a direct sale of the Ownership Interest.

9.2.2 Direct Sale is subject to the following rules, the *prima facie* fulfilment of which shall be considered by the Pledgee as fulfilment of the conditions stated in Section 1365 of the Civil Code:

- (i) the Pledgee is obliged to notify the Pledgor and all other shareholders in writing of his intention to perform the Direct Sale. Such notification shall include information about the planned process of the Direct Sale, including the method of its publication and possible use of services of third parties;
- (ii) the Pledgee is obliged to advertise an offer for the Direct Sale in an appropriate manner, while the offer shall be published in at least one paid advertisement in Czech daily or weekly reputable newspaper;
- (iii) the Pledgor agrees that upon a request of the Pledgee, he shall immediately provide the Pledgee with all documents and information relating to the Ownership Interest, which the Pledgee may reasonably request for the purpose of a provision of such documents to any third party which is interested in the Ownership Interest in order to maximize the offer price; nevertheless, if the Pledgor fails to provide the relevant documents and information within a reasonable period of time (the relevance of provided documents and information and timelines of its provision to be determined upon the sole discretion of the Pledgee), the Pledgee shall be entitled to perform the Direct Sale exclusively on the basis of the documents and information that are available at that moment;
- (iv) any third party interested in the Ownership Interest shall have at least thirty (30) days to submit binding offers related to the Ownership Interest. This period includes the time for studying the information and documents relating to the Ownership Interest;
- (v) the Pledgee is entitled to sell the Ownership Interest without any warranties and declarations regarding the Ownership Interest, so that the purchasers of the Ownership Interest shall have minimum claims against the Pledgee in relation to the Direct Sale;
- (vi) the Pledgee may refuse any offers which could expose the Pledgee to credit risk, risk threatening the perfection of a transaction or legal, tax, business or other risks. In particular, but not exclusively, the Pledgee shall be entitled to set the terms of the Direct sale to be advantageous and shall be entitled to favour (in the scope of reasonable business consideration):
 - (a) offers containing immediate payment against subsequent payments;
 - (b) offers structured to minimize the tax burden of the Pledgee against offers exposing the Pledgee to tax costs or the risk of such costs; and
 - (c) unconditional offers against offers which are subject to legal, administrative, business or other conditions.

- (vii) The Pledgee is obliged to hand over the offer evaluation report to the Pledgor; and
- (viii) under the above mentioned conditions, the Pledgee is obliged to conclude the contract for the sale and purchase of the Ownership Interest with the interested party who will have submitted the best offer (according to reasonable consideration of the Pledgee acting with professional care).
- (ix) Without a prejudice to Clause 9.2.2 (viii) above, the Pledgee is entitled to reject all offers by the interested parties should the Pledgee acting with due care consider this in its best interest.

10 Duration of the Pledge

- 10.1 The Pledge and the Prohibition of Dispositions shall exist (i) until the Secured Debt has been satisfied in full in accordance with the Finance Documents and the Borrower is no longer entitled to draw any funds under the Second Lien Facility Agreement or (ii) until termination of the Pledge in other way as anticipated by the law or as agreed by the Parties.
- 10.2 If the Pledge is terminated by the due and timely payment of the Secured Debt or in other way as anticipated by the law or as agreed by the Parties, the Pledgee undertakes to issue a written confirmation of the termination of the Pledge within five (5) Business Days of receiving a written request from the Pledgor.
- 10.3 The Pledgor shall submit an application to delete the Pledge from the Commercial Register without unreasonable delay after the termination of the Pledge (the Pledgee shall provide the Pledgor with all needed assistance for such purpose), except when the Parties have agreed to secure other debt by the released Pledge over the Ownership Interest.
- 10.4 If the Pledgor intends to terminate the Pledge by the payment of a cash equivalent to the value of the Ownership Interest (the "**Amount**") to the Pledgee, it is required to:
 - 10.4.1 notify the Pledgee in writing at least ten (10) Business Days prior to paying the Amount; and
 - 10.4.2 pay the Amount to the bank account specified by the Pledgee in writing.
- 10.5 The Amount for the purposes of Clause 10.4 above shall be determined in the expert's appraisal prepared by expert appointed by the Pledgee at the Pledgor's expense.
- 10.6 The Pledgee shall hold the Amount as surety (in Czech: "*jistota*") as defined under Sections 2012 – 2017 of the Civil Code until both:
 - 10.6.1 the Secured Debt has been satisfied in full in accordance with the Finance Documents; and
 - 10.6.2 a period of ten (10) Business Days has lapsed since the delivery of a written request of the Pledgor to the Pledgee to return the Amount (the "**Surety Repayment Date**").
- 10.7 The Pledgee is entitled to any interest that accrues on the Amount up until the Surety Repayment Date and is not required to pay any interest to the Pledgor.

- 10.8 If the Secured Debt, or any part thereof, is not paid in full when it becomes due, the Amount together with accrued interest shall be used for repayment of the Secured Debt.

11 Communication

- 11.1 The provisions in Clause 32 (*Notices*) of the Second Lien Facility Agreement apply *mutatis mutandis* to all communications of the Parties under this Agreement.

- 11.2 The Pledgor's address for any communication under this Agreement is:

Secret Escapes Limited

Address: 4th Floor 120 Holborn, London, EC1N 2TD, United Kingdom of Great Britain and Northern Ireland

E-mail: james.russell-jones@secretescapes.com

Attention: Mr James Russell-Jones

- 11.3 The Company's address for any communication under this Agreement is:

Kaloe International s.r.o.

Address: Perneroova 691/42, Karlín, 186 00 Prague 8, Czech Republic

E-mail: james.russell-jones@secretescapes.com

Attention: Mr James Russell-Jones

- 11.4 A copy of any communication to the the Pledgor and/or Company shall be sent to following address:

Secret Escapes Limited

Address: 4th Floor 120 Holborn, London, EC1N 2TD, United Kingdom of Great Britain and Northern Ireland

E-mail: james.russell-jones@secretescapes.com

Attention: Mr James Russell-Jones

12 Assignment

- 12.1 If the Pledgee assigns and/or transfers its rights and obligations (or a part thereof) under the Second Lien Facility Agreement to any successor, even as a result of assignment of a contract within the meaning of Section 1895 – 1900 of the Civil Code, the Pledge and all other Pledgee's rights (or the relevant part thereof, as the case may be) under this Agreement shall be transferred to that successor.

- 12.2 The Pledgor and the Company consent to any assignment by the Pledgee referred to in Clause 12.1, including assignment of this Agreement by the Pledgee within the meaning of Section 1897 of the Civil Code above and agree, if requested by the Pledgee or such successor, to which the rights or obligations have been assigned, to confirm its consent to the assignment and/or transfer in writing.

- 12.3 The rights and obligations of the Pledgor may not be assigned or otherwise transferred, not even as a result of assignment of a contract within the meaning of Section 1895 – 1900 of the Civil Code.

- 12.4** In case of assignment of the Agreement by the Pledgee, the assignment shall be effective for the Pledgor as of the moment of notification of the assignment of the Agreement by the Pledgee or the moment when the assignee gives evidence of the assignment to the Pledgor or the Company.
- 12.5** The Pledgee is liberated from its obligations against the Pledgor and the Company to the extent of the assignment as of the moment of the assignment.
- 12.6** The Parties exclude application of Section 1899 of the Civil Code and stipulate that the assigned party shall not prevent the consequences mentioned in Clause 12.5 above by announcing to the assignor that it refuses the liberation of the assignor.

13 Costs

- 13.1** In addition to any other obligation as to costs, the Pledgor will promptly pay on demand the amount of all costs, expenses, fees (including legal fees), taxes and other amounts reasonably incurred by the Pledgee in connection with:
- 13.1.1** the negotiation, preparation, printing or execution of this Agreement and any other documents referred to in this Agreement;
 - 13.1.2** the occurrence of any Event of Default, or any amendment, waiver, consent or suspension of rights requested by or on behalf of the Pledgor (or any proposal for any of the foregoing) and relating to this Agreement or a document referred to in this Agreement;
 - 13.1.3** the registration of the Pledge and the Prohibition of Dispositions in the Commercial Register;
 - 13.1.4** the ongoing administration of this Agreement, and
 - 13.1.5** the enforcement or preservation of the Pledgee's rights under this Agreement.
- 13.2** The Pledgor agrees to pay all of its own costs of complying with its obligations under or in connection with this Agreement.

14 Language

This Agreement has been executed in three (3) originals in Czech and three (3) originals in English. In the event of any discrepancies between the language versions the Czech version shall prevail.

15 Governing Law and Jurisdiction

- 15.1** This Agreement is governed by Czech law.
- 15.2** The courts of the Czech Republic shall have exclusive jurisdiction to settle any disputes between the Parties arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement).

16 Final Provisions

- 16.1** This Agreement comes into effect on the date of its signing by the last Party.

- 16.2** This Agreement may be amended only in writing. Amendments made via e-mail or other means of electronic communication shall not be deemed as made in writing.
- 16.3** All rights of the Pledgee arising out of this Agreement or breach of this Agreement shall lapse within ten (10) years of the date on which the right could have been exercised for the first time.
- 16.4** The Parties exclude any deduction of rights and obligations which are out of the scope of the express provisions of this Agreement and which may be deduced from any current or future business practices maintained among the Parties, maintained in general and business practices maintained in the industry relating to the subject of the performance under this Agreement, unless they are expressly agreed upon in this Agreement. In addition to the aforesaid, the Parties confirm that they are not aware of any established practice between the Parties, nor are they aware of any business customs that should apply in relation to this Agreement.
- 16.5** The Parties have communicated to each other all actual and legal factors which the Pledgor or Pledgee knew or should have known about at the date of this Agreement, and which are relevant to the conclusion of this Agreement. Except for the representations given under this Agreement, none of the Parties shall have any further rights or obligations in connection with any facts that will become known and regarding which the other Party has not provided information during the negotiations of this Agreement, unless the given Party has intentionally misled the other Party regarding the subject of this Agreement.
- 16.6** This Agreement contains all provisions concerning the subject of this Agreement and provisions concerning all aspects that the Parties should have agreed upon and wanted to agree upon in this Agreement, and the Parties reached an agreement on all conditions, the fulfilment of which they deem to be important for the binding effect of this Agreement. No action of either Party made during the negotiations of this Agreement, nor any action made after the conclusion of this Agreement, shall be interpreted in contrary to the express provisions of this Agreement nor shall such action create any obligations of any Party.
- 16.7** The Pledgor assumes the risk of a change of circumstances within the meaning of Section 1765 of the Civil Code.
- 16.8** This Agreement and the Finance Documents are not (within the meaning of Section 1727 of the Civil Code) mutually dependent agreements.
- 16.9** A response of a Party to this Agreement (within the meaning of Section 1740(3) of the Civil Code) with an addition or deviation may not be considered an acceptance of the offer to enter into this Agreement, even if such response does not substantially alter the terms of the offer.
- 16.10** For the avoidance of doubt, the Parties confirm that they are entrepreneurs, they conclude this Agreement during the course of their business and that therefore Section 1793 (*laesio enormis*) and Section 1796 (*usury*) of the Civil Code are not applicable to this Agreement.
- 16.11** Should any of the provisions of this Agreement become null and void (non-existent; in Czech: "*nicotný*"), the effect of this defect on the other provisions of this Agreement shall be determined accordingly to Section 576 of the Civil Code.
- 16.12** The Parties hereby exclude the application of the following provisions of the Civil Code to this Agreement: Section 557, Sections 1799 and 1800, and Section 1805(2).

- 16.13** The Parties hereby explicitly confirm that the basic conditions of this Agreement are a result of the negotiations of the Parties and that each Party had the possibility to influence the content of the basic conditions of this Agreement.
- 16.14** If any severable provision of this Agreement is or becomes invalid or unenforceable, then such provision shall not invalidate any of the remaining provisions of this Agreement. In this case, the Pledgor agrees to duly sign and deliver to the Pledgee an amendment to this Agreement to replace the invalid or unenforceable provision with a valid and enforceable provision of similar economic effect, taking into account the Pledgee's reasonable requirements, within five (5) Business Days of the Pledgee's request to enter into such amendment. The Pledgor further agrees to take any other actions and to enter into any other provisions with the Pledgee (in a form and content acceptable for the Pledgee) which the Pledgee may reasonably require.
- 16.15** This Agreement is a Finance Document.



KINSTELLAR

EXECUTION VERSION

Schedule 1
Memorandum of Association

ZAKLADATELSKÁ LISTINA

SPOLEČNOSTI KALOA INTERNATIONAL S.R.O.

ÚPLNÉ ZNĚNÍ KE DNI 21. BŘEZNA 2018

- 1. Obchodní firma, sídlo a doba trvání společnosti**
 - 1.1 Obchodní firma společnosti zní: Kaloa International s.r.o. (dále jen "společnost").
 - 1.2 Sídlo společnosti je umístěno v obci Praha.
 - 1.3 Společnost se zakládá na dobu neurčitou.
- 2. Předmět podnikání**
 - 2.1 Předmětem podnikání společnosti je:
 - výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona.
- 3. Společník**
 - 3.1 Jediným společníkem společnosti je společnost **SECRET ESCAPES LIMITED**, se sídlem EC1N2TD Londýn, 4th Floor 120 Holborn, Spojené království Velké Británie a Severního Irska, registrační číslo: 07026107.
- 4. Vklad a podíl**
 - 4.1 Podíl představuje účast společníka ve společnosti a práva a povinnosti z této účasti plynoucí. Ve společnosti existuje jediný druh podílu, a to podíl základní, se kterým nejsou spojena žádná zvláštní práva a povinnosti. Každý společník může vlastnit pouze jeden podíl. V případě, že se společník účastní dalším vkladem, zvyšuje se odpovídajícím způsobem jeho vklad i jeho podíl připadající na tento vklad.
 - 4.2 Podíl společníka se určuje podle poměru jeho vkladu na tento podíl připadající k výši základního kapitálu.
 - 4.3 Vklad a podíl jediného společníka je následující:

Společnost SECRET ESCAPES LIMITED má vklad do základního kapitálu ve výši 1.214.950.000,- Kč (slovy: jedna miliarda dvě stě čtrnáct milionů devět set padesát tisíc korun českých), čemuž odpovídá základní podíl ve výši 100 %; tento základní podíl je označen jako základní podíl č. 1.
 - 4.4 V případě, že v budoucnu bude mít společnost více společníků či podílů, budou se podíly označovat vzestupně arabskými číslicemi. O označení jednotlivých podílů rozhoduje jednatel.
 - 4.5 Rozdělení podílu je možné jen se souhlasem valné hromady. Společník je oprávněn převést svůj podíl nebo jeho část na třetí osobu nebo na jiného společníka pouze se souhlasem valné hromady. Po dobu, po kterou má společnost jediného společníka, je jeho podíl vždy převoditelný bez jakéhokoli omezení.
 - 4.6 V případě smrti nebo zániku společníka přechází podíl na jeho dědice nebo právního nástupce.

5. Výše základního kapitálu

- 5.1 Základní kapitál společnosti činí 1.214.950.000,- Kč (slovy: jedna miliarda dvě stě čtrnáct milionů devět set padesát tisíc korun českých).

6. Orgány společnosti

- 6.1 Orgány společnosti jsou:

- (a) valná hromada,
- (b) jednatelé společnosti.

7. Valná hromada

- 7.1 Valná hromada je nejvyšším orgánem společnosti.

- 7.2 Valnou hromadu svolává jednatel alespoň jednou (1) za účetní období. Řádnou účetní závěrku projedná valná hromada nejpozději do šesti (6) měsíců od posledního dne předcházejícího účetního období. Termín konání valné hromady a její pořad se společníkům oznámí písemnou pozvánkou zaslanou na adresu společníka uvedenou v seznamu společníků nejméně pět (5) dnů přede dnem jejího konání. Součástí pozvánky je i návrh usnesení valné hromady.

- 7.3 Valná hromada je schopná usnášení, jsou-li přítomni společníci, kteří mají alespoň polovinu všech hlasů. Každý společník má 1 hlas na každou 1,- Kč (slovy: jednu korunu českou) svého vkladu.

- 7.4 Valná hromada rozhoduje prostou většinou hlasů přítomných společníků, ledaže zákon nebo zakladatelská listina vyžaduje většinu vyšší.

- 7.5 Připouští se rozhodování společníků per rollam mimo valnou hromadu podle § 175 zákona o obchodních korporacích. Dále se připouští rozhodování společníků per rollam mimo valnou hromadu podle § 167 odst. 2 zákona o obchodních korporacích s využitím technických prostředků, ledaže jde o záležitosti, u nichž zákon vyžaduje úřední ověření podpisu společníka na jeho vyjádření. Rozhodují-li společníci mimo valnou hromadu s využitím technických prostředků, zašle osoba oprávněná svolat valnou hromadu návrh rozhodnutí každému společníkovi na jeho e-mailovou adresu, kterou je společník povinen nechat zapsat do seznamu společníků. Součástí návrhu rozhodnutí je také jedinečný kód, který následně společník uvede ve svém vyjádření, a e-mailová adresa, na niž má společník doručit své vyjádření. Návrh rozhodnutí je doručen společníkovi, jakmile došel na jeho e-mailovou adresu. Své vyjádření k návrhu rozhodnutí zasílá společník na e-mailovou adresu uvedenou v návrhu rozhodnutí. Ve vyjádření uvede i jedinečný kód, který obdržel spolu s návrhem rozhodnutí.

- 7.6 Do působnosti valné hromady náleží rozhodnutí o otázkách, které zákon nebo tato zakladatelská listina zahrnují do působnosti valné hromady. Do působnosti valné hromady náleží dále též:

- (a) rozhodování o změně obsahu zakladatelského dokumentu, nedochází-li k ní na základě zákona;
- (b) volba a odvolávání likvidátora, včetně schvalování smlouvy o výkonu funkce a poskytování plnění podle § 61 zákona o obchodních korporacích;

- (c) rozhodování o zrušení společnosti s likvidací;
 - (d) rozhodování o pachtu závodu společnosti nebo takové jeho části, k jejímuž zcizení se vyžaduje souhlas valné hromady podle zákona;
 - (e) udělování pokynů jednateli a schvalování koncepce podnikatelské činnosti společnosti (včetně jednacího řádu pro jednatele), nejsou-li v rozporu s právními předpisy; valná hromada může zejména zakázat jednateli určité právní jednání, je-li to v zájmu společnosti;
 - (f) další případy, které do působnosti valné hromady svěřují právní předpisy nebo tato zakladatelská listina.
- 7.7 Valná hromada si může vyhradit rozhodování o věcech, které jinak náležejí do působnosti jiných orgánů společnosti.
- 7.8 Společník se účastní valné hromady osobně nebo v zastoupení. Plná moc musí být udělena písemně a musí z ní vyplývat, zda byla udělena pro zastoupení na jedné nebo na více valných hromadách.
- 7.9 Má-li společnost jediného společníka, vykonává působnost valné hromady v rozsahu stanoveném v odstavci 7.6 tento společník. Rozhodnutí přijaté v působnosti valné hromady doručí společník buď k rukám jednatele, nebo na adresu sídla společnosti anebo na e-mailovou adresu společnosti. Jednatel je povinen předkládat návrhy rozhodnutí jedinému společníkovi s dostatečným časovým předstihem. Jediný společník může určit lhůtu, v níž mu má být návrh konkrétního rozhodnutí předložen.

8. Jednatelé

8.1 Společnost má 3 (tři) jednatele.

8.2 Za společnost jedná:

8.2.1 Jednatel A samostatně.

8.2.2 Jednatel B samostatně, s výjimkou následujících případů, kdy je povinen jednat společně s jednatelem A:

- (a) zcizení, nabytí nebo zatížení závodu nebo jeho části tvořící samostatnou organizační jednotku;
- (b) zcizení, nabytí nebo zatížení nemovité věci;
- (c) zcizení, nabytí nebo zatížení předmětů práva duševního vlastnictví;
- (d) uzavírání smluv o úvěru a souvisejících zajišťovacích dokumentů;
- (e) poskytnutí směnky, záruky, odškodnění nebo jiného obdobně zavazujícího plnění ve vztahu k třetí straně;
- (f) založení nové společnosti nebo nabytí či zcizení majetkového podílu v jiné společnosti;
- (g) uzavření pracovní smlouvy nebo smlouvy příkazního typu s roční odměnou přesahující 1.200.000 Kč (slovy: jeden milion dvě stě tisíc korun českých);

- (h) uzavření smlouvy s jiným jednatelem společnosti, nebo osobami spřízněnými s jednatelem;
- (i) jakékoliv další právní jednání (i) s jednorázovým plněním rovnajícím se či přesahujícím částku 750.000,- Kč (slovy: sedm set padesát tisíc korun českých) (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo na jehož základě vzniká společnosti jednorázový závazek rovnající se nebo přesahující částku 750.000,- Kč (slovy: sedm set padesát tisíc korun českých) (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo (ii) s opakovaným plněním rovnajícím se či přesahujícím částku 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo na jehož základě vzniká společnosti opakovaný závazek rovnající se nebo přesahující částku 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo (iii) s opakovaným plněním nižším než 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů) s výpovědní dobou delší než 3 (tři) měsíce, nebo na jehož základě vzniká společnosti opakovaný závazek nižší než 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů) s výpovědní dobou delší než 3 (tři) měsíce; toto omezení jednání jednatele B za společnost se však neaplikuje na právní jednání vůči bankám týkající se uzavírání smluv o účtech, elektronickém bankovníctví, debetních kartách (případně dalších smluv souvisejících) a nakládání s peněžními prostředky na účtech, kdy jednatel B je oprávněn jednat vůči bance (bankám) samostatně bez ohledu na výše uvedené limity.

- 8.3 Podepisování za společnost se děje tak, že k vytištěné nebo vypsané obchodní firmě společnosti připojí jednatel svůj podpis.
- 8.4 Jednatel je volen a odvoláván rozhodnutím valné hromady. Při volbě jednatele valná hromada vždy určí, zda se jedná o volbu jednatele A či volbu jednatele B.
- 8.5 Jednatel je statutárním orgánem společnosti. Jednateli náleží obchodní vedení společnosti.
- 8.6 Jednateli dále náleží veškerá působnost, kterou tato zakladatelská listina nebo zákon nesvěřily jinému orgánu.
- 8.7 Jednatel se řídí zásadami a pokyny schválenými valnou hromadou, pokud jsou v souladu s právními předpisy a zakladatelskou listinou. Jednatel je povinen postupovat ve své činnosti s péčí řádného hospodáře.
- 8.8 Jednatel je oprávněn zmocnit třetí osobu k zastupování společnosti. Pro udělení zmocnění platí ustanovení odstavce 8.1 a (a) tohoto článku.
- 8.9 Na jednatele se vztahuje zákaz konkurence ve smyslu § 199 zákona o obchodních korporacích.

9. Příplatky

- 9.1 Společnost nemůže usnesením valné hromady společníkům uložit povinnost poskytnout peněžitý příplatek (příplatkovou povinnost).

- 9.2 Společník však může se souhlasem jednatele společnosti poskytnout dobrovolný příspěvek, a to i nepeněžitý.

10. Podíl na zisku

- 10.1 Společníci se podílejí na zisku určeném valnou hromadou k rozdělení mezi společníky v poměru svých podílů.

11. Závěrečná ustanovení

- 11.1 Skutečnosti, jakož i ostatní právní vztahy uvnitř společnosti, se řídí ve věcech, které neupravuje tato zakladatelská listina, obecně závaznými právními předpisy České republiky, zejména ustanoveními zákona o obchodních korporacích a občanského zákoníku.

- 11.2 Pokud se v této zakladatelské listině odkazuje na zákon o obchodních korporacích, rozumí se tím zákon č. 90/2012 Sb., o obchodních společnostech a družstvech (zákon o obchodních korporacích), v platném znění. Pokud se v této zakladatelské listině odkazuje na občanský zákoník, rozumí se tím zákon č. 89/2012 Sb., občanský zákoník, v platném znění.

Dne 23. dubna 2018

Jednatelé společnosti

Schedule 2
Extract

Výpis

z obchodního rejstříku, vedeného
Městským soudem v Praze
oddíl C, vložka 275614

datum vzniku a zápisu:

3. května 2017

Spisová značka:

C 275614 vedená u Městského soudu v Praze

Obchodní firma:

Kaloa International s.r.o.

Sídlo:

Pernerova 691/42, Karlín, 186 00 Praha 8

Identifikační číslo:

060 71 121

Právní forma:

Společnost s ručením omezeným

Předmět podnikání:

Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona.

Statutární orgán:**jednatel A:**

STAFFORD ALEXANDER ANTONY TALBOT SAINT, dat. nar. 4. listopadu 1970

GU321AX Petersfield, Hampshire, Wood, Ridge Common Lane, Stroud, Spojené království Velké Británie a Severního Irska

Den vzniku funkce: 26. srpna 2017

jednatel B:

MARIE HAVLÍČKOVÁ, dat. nar. 2. února 1987

Jaselská 340/27, Dejvice, 160 00 Praha 6

Den vzniku funkce: 16. února 2018

jednatel B:

ADAM BARTNICKI, dat. nar. 8. dubna 1985

U studánky 332/32, Bubeneč, 170 00 Praha 7

Den vzniku funkce: 16. února 2018

Počet členů:

3

Způsob jednání:

Za společnost jedná:

Jednatel A samostatně.

Jednatel B samostatně, s výjimkou následujících případů, kdy je povinen jednat společně s jednatelem A:

(a) zcizení, nabytí nebo zatížení závodu nebo jeho části tvořící samostatnou organizační jednotku;

(b) zcizení, nabytí nebo zatížení nemovité věci;

(c) zcizení, nabytí nebo zatížení předmětů práva duševního vlastnictví;

(d) uzavírání smluv o úvěru a souvisejících zajišťovacích dokumentů;

(e) poskytnutí směnky, záruky, odškodnění nebo jiného obdobně zavazujícího plnění ve vztahu k třetí straně;

(f) založení nové společnosti nebo nabytí či zcizení majetkového podílu v jiné společnosti;

(g) uzavření pracovní smlouvy nebo smlouvy příkazního typu s roční odměnou přesahující 1.200.000 Kč (slovy: jeden milion dvě stě tisíc korun českých);

(h) uzavření smlouvy s jiným jednatelem společnosti, nebo osobami spřízněnými s jednatelem;

(i) jakékoliv další právní jednání (i) s jednorázovým plněním rovnajícím se či přesahujícím částku

750.000,- Kč (slovy: sedm set padesát tisíc korun českých) (v každém jednotlivém případě nebo v

souhrnu více vzájemně souvisejících případů), nebo na jehož základě vzniká společnosti jednorázový

závazek rovnající se nebo přesahující částku 750.000,- Kč (slovy: sedm set padesát tisíc korun českých)

žádém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo (ii) s opakovaným plněním rovnajícím se či přesahujícím částku 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo na jehož základě vzniká společnosti opakovaný závazek rovnající se nebo přesahující částku 50.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů), nebo (iii) s opakovaným plněním nižším než 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů) s výpovědní dobou delší než 3 (tři) měsíce, nebo na jehož základě vzniká společnosti opakovaný závazek nižší než 150.000,- Kč (slovy: sto padesát tisíc korun českých) měsíčně (v každém jednotlivém případě nebo v souhrnu více vzájemně souvisejících případů) s výpovědní dobou delší než 3 (tři) měsíce; toto omezení jednání jednatele B za společnost se však neaplikuje na právní jednání vůči bankám týkající se uzavírání smluv o účtech, elektronickém bankovníctví, debetních kartách (případně dalších smluv souvisejících) a nakládání s peněžními prostředky na účtech, kdy jednatel B je oprávněn jednat vůči bance (bankám) samostatně bez ohledu na výše uvedené limity.

Společníci:**Společník:**

SECRET ESCAPES LIMITED

EC1N2TD Londýn, 4th Floor 120 Holborn, Spojené království Velké Británie a Severního Irska

Registrační číslo: 07026107

Podíl:

Vklad: 1 214 950 000,- Kč

Splaceno: 100%

Obchodní podíl: 100%

Druh podílu: základní

Kmenový list: nebyl vydán

Zástavní právo:

Podíl ve společnosti je zastaven ve prospěch SILICON VALLEY BANK, banky založené podle kalifornského práva, se sídlem 3003 Tasman Drive, Santa Clara, California 95054, Spojené státy americké, zapsané u Sekretariátu státu Kalifornie (California Secretary Of State) pod číslem C1175907, jednající prostřednictvím své pobočky SILICON VALLEY BANK, se sídlem Alphabeta 14-18 Finsbury Square, Londýn, EC2A 1BR, Spojené království Velké Británie a Severního Irska, zapsané v rejstříku společností Anglie a Walesu pod číslem BR014561 (dále jen "Banka") na základě smlouvy o zřízení zástavního práva k obchodnímu podílu uzavřené dne 11. října 2017 ve formě notářského zápisu mezi Bankou, jako zástavním věřitelem, společností Secret Escapes Limited, založenou podle práva Anglie a Walesu, se sídlem 4th Floor 120 Holborn, Londýn, EC1N 2TD, Spojené království Velké Británie a Severního Irska, zapsanou v rejstříku společností Anglie a Walesu pod číslem 07026107, jako zástavcem a společností Kaloa International s.r.o., založenou podle českého práva, se sídlem Nádražní 344/23, Smíchov, 150 00 Praha 5, Česká republika, identifikační číslo 060 71 121, zapsanou v obchodním rejstříku vedeném Městským soudem v Praze, spisová značka C 275614, jako společností. K podílu je jako věcné právo ve prospěch Banky sjednán závazek nezřídit bez předchozího písemného souhlasu Banky zástavní právo ani jiné zatížení k podílu, závazek nesvěřit podíl správci za účelem zřízení svěřenského fondu ani nesvěřit jeho správu třetí osobě a závazek podíl nezciť bez předchozího písemného souhlasu Banky, a to na dobu existence zástavního práva Banky k podílu, nejpozději však do 11. října 2025.

Datum vzniku zástavního práva: 11. října 2017

Základní kapitál:

1 214 950 000,- Kč

Tento výpis je neprodejný a byl pořízen na Internetu (<http://www.justice.cz>).

Dne: 4.2.2019 08:12

Údaje platné ke dni 4.2.2019 03:36

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Secret Escapes Limited

By: [REDACTED]

Name: Barbora Dobrá

Title: under a power of attorney

Kaloa International s.r.o.

By: [REDACTED]

Name: Barbora Dobrá

Title: under a power of attorney

LUCID TRUSTEE SERVICES LIMITED

By: [REDACTED]

Name: Martina Březinová

Title: under a power of attorney

Ověření – legalizace

Běžné číslo ověřovací knihy O III 129, 130/2019

Ověřuji, že **Barbora Dobrá, nar. 12.2.1987, bytem Janovského 986/17, Praha 7**, jehož/ jejíž totožnost byla prokázána platným úředním průkazem, tuto listinu přede mnou vlastní rukou podepsal/a.



V Praze dne 4.2.2019

[REDACTED]
Mgr. Antonie Fischerová
notářská kandidátka, zmocněná zástupkyně
Mgr. Václava Vody,
notáře v Praze



Ověření – legalizace

Běžné číslo ověřovací knihy **O II - 152 / 2019**

Ověřuji, že **Mgr. Martina Březinová**, nar. **14.8.1973**, bytem **Štěpařská 1098/22, Praha 5**, jehož/ jejíž totožnost byla prokázána platným úředním průkazem, tuto listinu přede mnou vlastní rukou podepsal/a.

V Praze dne **14. 2. 2019**

Mgr. Antonie Fischerová
notářská kandidátka, zástupkyně
Mgr. Václava Vody,
notáře v Praze

