

MG01

Particulars of a mortgage or charge

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COMPANIES HOUSE

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

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

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**Company details**

Company number 0 2 1 9 7 6 5 2

Company name in full INSPIRED TRAVEL GROUP LIMITED ("the Chargor")

1 0 For official use

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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**Date of creation of charge**

Date of creation d2 d1 m1 m1 y2 y0 y1 y2

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**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Share charge entered into by (1) the Chargor and (2) The Co-operative  
Bank plc ("the Bank") ("the Share Charge")

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**Amount secured**

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

Amount secured

1 COVENANT TO PAY

The Chargor covenants with the Bank to pay and  
discharge the Secured Obligations when they  
become due for payment and discharge.

Please see Continuation Sheet for definitions

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

#### Continuation page

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

Name	The Co-operative Bank plc
Address	No 2 Cathedral Square, The Cloth Market, Newcastle Upon Tyne
Postcode	N E 1 1 E E
Name	
Address	
Postcode	

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

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

#### 1 CHARGING PROVISIONS

##### 1 1 General

All security created by the Chargor under clause 3 2 of the Share Charge(as set out below) is

(a) a continuing security for the payment and discharge of the Secured Obligations,

(b) granted with full title guarantee, and

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset

##### 1 2 Fixed charge

The Chargor charges by fixed charge the Shares and all Related Rights

#### 2 GENERAL SECURITY PROVISIONS

The Security constituted by the Share Charge shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any person of the whole or any part of the Secured Obligations

The Share Charge is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Chargee

See Continuation Sheet

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X *Pao Smith LLP*

X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Liam Doughty**

Company name **Paris Smith LLP**

Address **1 London Road**

Post town **Southampton**

County/Region **Hampshire**

Postcode **S O 1 5 2 A E**

Country **United Kingdom**

DX **DX38534 SOUTHAMPTON 3**

Telephone **02380 482482**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'.



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

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

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>
Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>DEFINITIONS</b></p> <p>"Borrower" means Albatross Group Holdings Limited (registered in England with number 06631089)</p> <p>"Company" means Success Tours Limited (Registration Number 01476847)</p> <p>"Obligors" means each of</p> <ul style="list-style-type: none"><li>(a) the Borrower</li><li>(b) the Chargor</li><li>(c) the Company</li><li>(d) Albatross Travel Group Limited (registered in England with number 04381534)</li><li>(e) Albatross Holdings Limited (registered in England with number 03128091)</li></ul> <p>"Secured Obligations" means all monies and liabilities now or after the date of the Share Charge due owing or incurred to the Bank by the Obligors (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Bank</p>

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(7)

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### NEGATIVE PLEDGE

- 1 1 The Chargor shall not create nor permit to subsist any Security over any of the Secured Assets, other than Security arising under the Share Charge or any other Security granted in favour of the Bank
- 1 2 The Chargor shall not sell, transfer or otherwise dispose of any of the Secured Assets on terms whereby they are or may be re-acquired by a Chargor or any Obligor or any other Subsidiary of the Chargor in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset

#### RESTRICTIONS ON DISPOSAL

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

#### FURTHER ASSURANCE

- 1 1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Bank may reasonably specify (and in such form as the Bank may reasonably require) in favour of the Bank or its nominee(s)
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Share Charge or for the exercise of any rights, powers and remedies of the Bank provided by or pursuant to the Share Charge or by law, and/or
- (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Share Charge
- 1 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to the Share Charge

#### DEFINITIONS

"Event of Default" means any event or circumstance specified as an event of default and/or a termination event (howsoever described) in the Finance Documents,

"Facility Letter" means the facility letter dated on or about the date of the Share Charge between the Borrower and the Bank,

"Finance Documents" means the documents (including, but not limited to, the Facility Letter) governing the terms of the Secured Obligations,

"Related Rights" means in respect of any Share

- (a) all monies paid or payable in respect of that Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Share and
- (c) all rights derived from or incidental to that Share,

"Shares" means all shares in the Company present and future held by the Chargor including the 37,500 shares of £1 each in the Company registered in the name of the Chargor as at the date of the Share Charge,

"Secured Assets" means all of the assets the subject of any Security created by or under the Share Charge in favour of the Bank,

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,



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

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

**COMPANY NO. 2197652  
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 21  
NOVEMBER 2012 AND CREATED BY INSPIRED TRAVEL GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGORS (OR ANY OF THEM) TO THE CO-  
OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 23 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER  
2012**



**Companies House**



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