



Registration of a Charge

Company Name: **SECRET ESCAPES TRANSPORT LIMITED**

Company Number: **10507990**



Received for filing in Electronic Format on the: **10/02/2022**

XAXK11CH

Details of Charge

Date of creation: **04/02/2022**

Charge code: **1050 7990 0004**

Persons entitled: **SILICON VALLEY BANK**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **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: 10507990

Charge code: 1050 7990 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2022 and created by SECRET ESCAPES TRANSPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2022 .

Given at Companies House, Cardiff on 11th February 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated this 10 February 2022

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

EXECUTION VERSION

Second Supplemental Debenture

THE SECOND SUPPLEMENTAL DEBENTURE is made on 4 February 2022

Between:

- 1 The entities listed in Schedule 1 (each a "Chargor" and together the "Chargors"); and
- 2 Silicon Valley Bank a California corporation operating through its UK branch, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (the "Bank").

Background

- (A) Pursuant to the Original Debenture and the First Supplemental Debenture (each as defined below), each Chargor created Security Interests over all of its assets for, amongst other things, its present and future obligations and liabilities under the Loan Documents.
- (B) Secret Escapes Limited, in its capacity as Obligors' Agent, intends to enter into the Third Amendment and Restatement Agreement (as defined below) relating to the Loan Agreement (as defined below).
- (C) It is a condition precedent to the Third Amendment and Restatement Agreement that the Chargors enter into this Second Supplemental Debenture.
- (D) This Second Supplemental Debenture is supplemental to the Original Debenture and the First Supplemental Debenture (each as defined below).

The parties to this Second Supplemental Debenture agree as follows:

1 Definitions and Construction

1.1 Definitions

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

"First Amendment and Restatement Agreement" means the amendment and restatement agreement dated 4 February 2019 made between, among others, (1) Secret Escapes Limited and (2) the Bank.

"First Supplemental Debenture" means the supplemental debenture made between (1) the Chargors and (2) the Bank dated 4 February 2018.

"Liabilities" means all present and future liabilities and obligations of each Obligor to the Bank under the Loan Documents (including, without limitation, the Obligations), both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any documents or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Obligor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"Loan Agreement" means the loan agreement originally dated 11 October 2017 and made between inter alia, the Chargors and the Bank, as amended from time to time and as amended and restated pursuant to the terms of the First Amendment and

Restatement Agreement, the Second Amendment and Restatement Agreement and the Third Amendment and Restatement Agreement.

"**Loan Document**" has the meaning given to that term in the Loan Agreement.

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

"**Second Amendment and Restatement Agreement**" means the second amendment and restatement agreement dated 11 May 2020 made between, among others, (1) Secret Escapes Limited and (2) the Bank.

"**Secured Liabilities**" means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by each Obligor to the Bank under each Loan Document (as amended and/or amended and restated from time to time including, in respect of the Loan Agreement, pursuant to the terms of the Third Amendment and Restatement Agreement), both actual and contingent and whether incurred solely or jointly and whether as principal or surety or in any other capacity.

"**Third Amendment and Restatement Agreement**" means the amendment and restatement agreement dated on or around the date of this Second Supplemental Debenture and made between (1) Secret Escapes Limited and (2) the Bank.

1.2 **Construction**

- (a) Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Original Debenture applies to this Second Supplemental Debenture, and shall be deemed to be incorporated into this Second Supplemental Debenture, mutatis mutandis, as though set out in full in this Second Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Second 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 Second 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 Second Supplemental Debenture are incorporated into this Second Supplemental Debenture.

1.4 **Implied Covenants for Title**

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

1.5 **Effect as a Deed**

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

2 **Covenant to Pay**

Each Chargor as primary obligor covenants with the Bank that it will on demand pay to the Bank the Secured Liabilities when the same fall due for payment.

3 **Security Assets**

3.1 **Fixed Charges**

- (a) Each 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 Second Supplemental Debenture; and
 - (ii) by way of first fixed charge:

- (A) all Property not effectively mortgaged under Clause (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.

3.2 **Security Assignment**

As further security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Bank all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;
- (b) all Related Rights in respect of each of the above,

subject in each case to reassignment by the bank to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Liabilities.

3.3 **Floating Charge**

- (a) As further security for the payment discharge and performance of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Bank by way of first floating charge:

- (i) the Excluded Deposits; and
- (ii) its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under Clause 3 (*Fixed Charges*) or which are effectively assigned by way of security under Clause 3.2 (*Security Assignment*).

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Second Supplemental Debenture.

3.4 **Conversion of Floating Charge by Notice**

If:

- (a) the security constituted by this Second Supplemental Debenture has become enforceable; or
- (b) the Bank is of the view that any legal process or execution is being enforced against any Floating Charge Asset or (acting reasonably) that any Floating Charge Asset is in danger of being seized, sold or otherwise in jeopardy,

the Bank may, by written notice to a Chargor, convert the floating charge created under this Second Supplemental Debenture into a fixed charge as regards those assets which it specifies in that notice. The relevant Chargor shall promptly following request by the Bank execute a fixed charge or legal or equitable assignment over those assets in such form as the Bank may require.

3.5 **Automatic Conversion of Floating Charge**

If, without the prior written consent of the Bank:

- (a) a Chargor creates any Security Interest (other than a Permitted Security Interest) over all or any of the Security Assets or attempts to do so;
- (b) any person levies or attempts to levy any attachment, execution or other legal process against any of such Security Assets;
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or
- (d) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to a Chargor,

then the floating charge created by this Second Supplemental Debenture over the Floating Charge Assets of that Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

3.6 **Part A1 moratorium**

- (a) Subject to paragraph (a) below, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of any asset by a Chargor or a ground for the appointment of a Receiver.
- (b) Paragraph (a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4 **Incorporation**

The provisions of Clause 4 (*Nature of Security*) to Clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Second Supplemental Debenture as though they were set out in full in this Second Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Second Supplemental Debenture**".

5 **Continuation**

- 5.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 5.2 Each Chargor agrees that the execution of this Second Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 5.3 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 Second Supplemental Debenture and to this Second Supplemental Debenture.
- 5.4 This Second Supplemental Debenture is designated as a Loan Document.

6 **Governing law**

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

7 **Jurisdiction**

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Second Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Second Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Second Supplemental Debenture) (a "**Dispute**").
- 7.2 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.

7.3 This Clause 7 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 Second Supplemental Debenture has been duly executed on the above date first above written.

Schedule 1
The Chargors


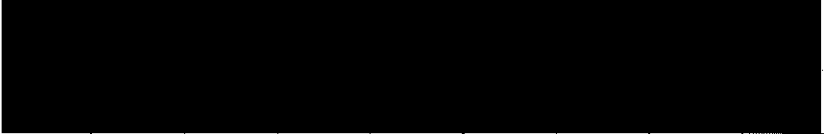
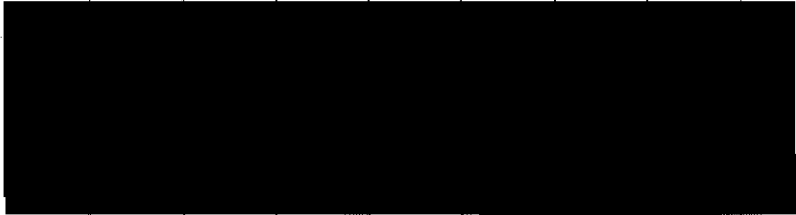

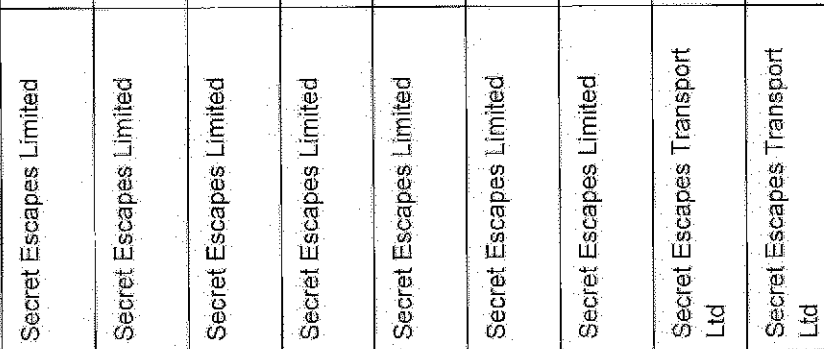
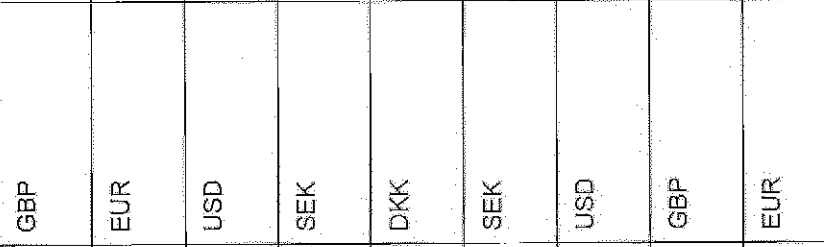
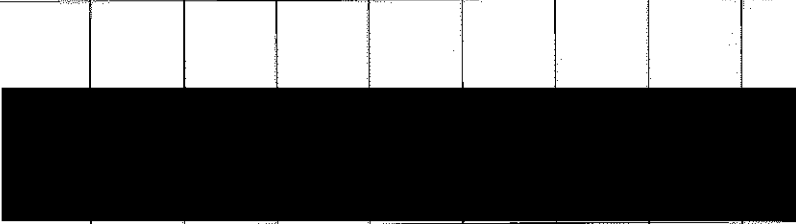

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Secret Escapes Limited	England & Wales	07026107
Secret Escapes Transport Limited	England & Wales	10507990

Schedule 2
Security Assets

Part 1
The Bank Accounts

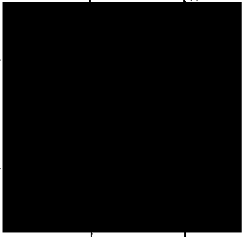

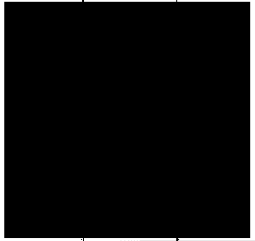

SVB Operating Accounts

Chargor	Account name	Currency	Sort Code (UK accounts)	Account Number (UK Accounts)	IBAN (Non-UK Accounts)
Secret Escapes Limited	[REDACTED]	USD		[REDACTED]	
Secret Escapes Limited		GBP	[REDACTED]	[REDACTED]	[REDACTED]
Secret Escapes Limited		GBP			
Secret Escapes Limited		GBP			
Secret Escapes Limited		EUR			
Secret Escapes Limited		EUR			

Secret Escapes Limited			GBP						
Secret Escapes Limited			EUR						
Secret Escapes Limited			USD						
Secret Escapes Limited			SEK						
Secret Escapes Limited			DKK						
Secret Escapes Limited			SEK						
Secret Escapes Limited			USD						
Secret Escapes Transport Ltd			GBP						
Secret Escapes Transport Ltd			EUR						

Third Party Accounts







Chargor	Third Party Bank	Account name	Cash/Debt or	Currency	Sort Code (UK accounts)	Account Number (UK Accounts)	IBAN (Non-UK Accounts)
Secret Escapes Limited	Barclays	[REDACTED]	Cash	GBP	[REDACTED]	[REDACTED]	[REDACTED]
Secret Escapes Limited	Barclays		Cash	GBP			
Secret Escapes Limited	Barclays		Cash	EUR			
Secret Escapes Limited	Barclays		Cash	EUR			
Secret Escapes Limited	Barclays		Cash	EUR			
Secret Escapes Limited	Barclays		Cash	USD			
Secret Escapes Limited	Barclays		Cash	SEK			
Secret Escapes Limited	Barclays		Cash	DKK			
Secret Escapes Limited	Barclays		Cash	NOK			








Secret Escapes Limited	Ebury		Cash	EUR			
Secret Escapes Transport Ltd	Barclays		Cash	GBP			
Secret Escapes Transport Ltd	Barclays		Cash	EUR			


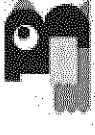


Part 2
Intellectual Property




Trade Mark	Country	Application Number	Grant Number	Status	Trade Mark Image
TM Register Record		Application Date	Grant Date	Next Renewal	Classes
ASIAROOMS Asiarooms Pte Limited	Australia	1256330 08/Aug/2008	1256330 15/Jun/2009	Registered 08/Aug/2028	43
ASIAROOMS Late Rooms Limited	Canada	1406457 07/Aug/2008	TMA784588 08/Dec/2010	Registered 08/Dec/2025	39,41,43
ASIAROOMS Late Rooms Ltd	European Union	007129141 04/Aug/2008	007129141 20/May/2009	Registered 04/Aug/2028	36,39,43
ASIAROOMS ASIAROOMS PTE LTD	India	1765388 18/Dec/2008	1765388 01/Jun/2015	Registered 18/Dec/2028	42
ASIAROOMS Asiarooms Pte Ltd	Indonesia	J002008043708 11/Dec/2008	IDM000274300 04/Oct/2010	Registered 11/Dec/2028	

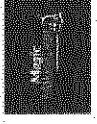
					43	
ASIAROOMS ASIAROOMS PTE LTD	Malaysia	08024280 10/Dec/2008	08024280 12/Oct/2012	Registered 10/Dec/2028	43	
ASIAROOMS Asiarooms Pte Ltd	Singapore	T0814840J 29/Oct/2008	T0814840J 31/Dec/2009	Registered 29/Oct/2028	43	
ASIAROOMS Late Rooms Ltd	United Kingdom	UK00907129141 04/Aug/2008	UK00907129141 20/May/2009	Registered 04/Aug/2028	36,39,43	
ASIAROOMS Asiarooms Limited	Vietnam	4-2008-26220 09/Dec/2008	4-0155037-000 23/Nov/2010	Registered 09/Dec/2028	43	
AsiaRooms.com (grey logo) Rooms Limited	Taiwan	101007542 17/Feb/2012	01555509 16/Dec/2012	Registered 15/Dec/2022	43	AsiaRooms
AsiaRooms.com (logo) Asiarooms Limited	Australia	1487153 20/Apr/2012	1487153 08/Jun/2013	Registered 20/Apr/2022	43	AsiaRooms AsiaRooms

AsiaRooms.com (logo) Late Rooms Limited	Canada	1509630 30/Dec/2010	TMA821549 04/Apr/2012	Registered 04/Apr/2027	39,41,43
AsiaRooms.com (purple logo) Asiarooms Pte Ltd	Indonesia	J002012024767 25/May/2012	IDM000446047 24/Jan/2015	Registered 25/May/2022	43 
AsiaRooms.com (purple logo) ASIAROOMS PTE LIMITED	Malaysia	2012054478 18/Jun/2012	2012054478 09/Mar/2015	Registered 18/Jun/2022	43 
AsiaRooms.com (purple logo) Asiarooms Pte Ltd	Singapore	T1205866F 24/Apr/2012	T1205866F 25/Oct/2012	Registered 24/Apr/2022	43 
AsiaRooms.com (purple logo) Asiarooms Pte Ltd	Sri Lanka	171382 23/May/2012	171382 03/Aug/2019	Registered 23/May/2022	43 
ASIAROOMS.COM (red and orange logo) Late Rooms Limited	Canada	1406458 07/Aug/2008	TMA784585 08/Dec/2010	Registered 08/Dec/2025	39,41,43 
ASIAROOMS.COM (red and orange logo) Late Rooms Ltd	European Union	007129265 04/Aug/2008	007129265 05/Nov/2009	Registered 04/Aug/2028	36,39,43 

ASIAROOMS.COM (red and orange logo) Asiarooms Pte Limited	Indonesia	J002008043709 11/Dec/2008	IDM000274301 04/Oct/2010	Registered 11/Dec/2028	43	
ASIAROOMS.COM (red and orange logo) ASIAROOMS PTE LIMITED	Malaysia	08024281 10/Dec/2008	08024281 12/Oct/2012	Registered 10/Dec/2028	43	
ASIAROOMS.COM (red and orange logo) Late Rooms Ltd	United Kingdom	UK00907129265 04/Aug/2008	UK00907129265 05/Nov/2009	Registered 04/Aug/2028	36,39,43	
ASIAROOMS.COM (red and orange logo) Asiarooms Pte Limited	Vietnam	4-2008-26221 09/Dec/2008	4-0155038-000 23/Nov/2010	Registered 09/Dec/2028	43	
AsiaRooms.com logo (black outline) Asiarooms Pte Ltd	Singapore	T0814839G 29/Oct/2008	T0814839G 09/Jul/2009	Registered 29/Oct/2028	43	
AsiaRooms.com logo black + white Asiarooms Pte Limited	Australia	1256331 08/Aug/2008	1256331 15/Jun/2009	Registered 08/Aug/2028	43	
AsiaRooms.com logo red + gold Asiarooms Pte Ltd	India	1765390 18/Dec/2008	1765390 15/Jun/2015	Registered 18/Dec/2028	43	

B Bird Secret Limited	device Escapes	Benelux	1313643 07/Jul/2015	978516 21/Sep/2015	Registered 07/Jul/2025	 35,36,39,43
B Bird Secret Limited	device Escapes	European Union	017437575 06/Nov/2017	017437575 06/Mar/2018	Registered 06/Nov/2027	 9,35,36,39,41,43
B Bird Secret Limited	device Escapes	United Kingdom	UK00917437575 06/Nov/2017	UK00917437575 06/Mar/2018	Registered 06/Nov/2027	 9,35,36,39,41,43
BELLBOY DESIGN Late Rooms Limited		Canada	1406459 07/Aug/2008	TMA784584 08/Dec/2010	Registered 08/Dec/2025	 39,41,43
DESTLY Secret Limited	Escapes	European Union	011494325 16/Jan/2013	011494325 28/Jun/2013	Registered 16/Jan/2023	35,39,41,43
DESTLY Secret Limited	Escapes	United Kingdom	UK00911494325 16/Jan/2013	UK00911494325 28/Jun/2013	Registered 16/Jan/2023	35,39,41,43

ÉVASIONS SECRÈTES Secret Limited Escapes	European Union	015775109 25/Aug/2016	015775109 26/Dec/2016	Registered 25/Aug/2026	39,41,43,44	
ÉVASIONS SECRÈTES Secret Limited Escapes	United Kingdom	UK00915775109 25/Aug/2016	UK00915775109 26/Dec/2016	Registered 25/Aug/2026	39,41,43,44	
HOTELS-LONDON Logo Secret Limited Escapes	United Kingdom	UK00003195580 08/Nov/2016	UK00003195580 03/Feb/2017	Registered 08/Nov/2026	43	
LATE LUXURY Secret Limited Escapes	European Union	013960646 16/Apr/2015	013960646 21/Sep/2015	Registered 16/Apr/2025	39,41,43	
LATE LUXURY Secret Limited Escapes	United Kingdom	UK00913960646 16/Apr/2015	UK00913960646 21/Sep/2015	Registered 16/Apr/2025	39,41,43	
LATE SEATS.COM (logo) Secret Limited Escapes	United Kingdom	UK00002216273 06/Dec/1999	UK00002216273 23/Jun/2000	Registered 06/Dec/2029	39,42	
Magic Making Dept. (logo) Late Rooms Ltd	European Union	013960653 16/Apr/2015	013960653 20/Nov/2015	Registered 16/Apr/2025	39,41,43	

Magic Making Dept. (logo) Late Rooms Ltd	United Kingdom	UK00913960653 16/Apr/2015	UK00913960653 20/Nov/2015	Registered 16/Apr/2025	39,41,43	
secret Secret Limited	Australia (International Designation)	1223048 04/Apr/2014	1659386 26/Feb/2015	Registered	39,41,43,44	
secret Secret Limited	China (International Designation)	1223048 04/Apr/2014	1223048 23/Sep/2015	Registered	39,41,43,44	
secret Secret Limited	Czech Republic (International Designation)	1334187 02/Jun/2016	1334187 07/Aug/2017	Registered	39,41,43,44	
secret Secret Limited	Europe (International Designation)	W01223048 04/Apr/2014	W01223048 21/Sep/2015	Registered	39,41,43,44	
Secret Secret Secret Escapes Ltd	Germany	3020152231638 22/Oct/2015	302015223163 04/Dec/2015	Registered 31/Oct/2025	35,43	
secret Secret Limited	India (International Designation)	1223048 04/Apr/2014		Pending	39,41,43,44	

secret Secret Limited	escapes Escapes	International (Madrid Pro)	1223048 04/Apr/2014	1223048 04/Apr/2014	Registered 04/Apr/2024	39,41,43,44
secret Secret Limited	escapes Escapes	International (Madrid Pro)	1334187 02/Jun/2016	1334187 02/Jun/2016	Registered 02/Jun/2026	39,41,43,44
secret Secret Limited	escapes Escapes	Japan (International Designation)	1223048 04/Apr/2014	1223048 01/Oct/2015	Registered	39,41,43,44
secret Secret Limited	escapes Escapes	Norway (International Designation)	1223048 04/Apr/2014	1223048 18/May/2016	Registered	39,41,43,44
secret Secret Limited	escapes Escapes	Russian Federation (International Designation)	1223048 04/Apr/2014	1223048 09/Nov/2015	Registered	39,41,43,44
secret Secret Limited	escapes Escapes	Singapore (International Designation)	1223048 04/Apr/2014	40201400279P 22/Jul/2015	Registered	39,41,43,44
secret Secret Limited	escapes Escapes	Slovak Republic (International Designation)	1334187 02/Jun/2016	1334187 13/Sep/2017	Registered	39,41,43,44

secret escapes Secret Escapes Limited	Slovenia (International Designation)	1334187 02/Jun/2016	1334187 23/Oct/2017	Registered	39,41,43,44
secret escapes Secret Escapes Limited	Switzerland (International Designation)	1334187 02/Jun/2016	1334187 10/Jun/2019	Registered	39,41,43,44
secret escapes Secret Escapes Limited	United Kingdom	UK00002577495 05/Apr/2011	UK00002577495 18/Jun/2013	Registered 05/Apr/2031	39,41,43,44
secret escapes Secret Escapes Limited	United Kingdom	UK00801223048 04/Apr/2014	UK00801223048 22/Sep/2015	Registered 04/Apr/2024	39,41,43,44
secret escapes Secret Escapes Limited	USA (International Designation)	79155036 04/Apr/2014	4864935 08/Dec/2015	Registered	39,41,43,44
SECRET ESCAPES stylised Secret Escapes Limited	Australia (International Designation)	1224642 04/Apr/2014	1660884 05/Mar/2015	Registered	secret Escapes 39, 41 ,43, 44
SECRET ESCAPES stylised Secret Escapes Limited	China (International Designation)	1224642 04/Apr/2014	1224642 30/Nov/2015	Registered	secret Escapes 39,41,43,44




SECRET ESCAPES stylised Secret Escapes Limited	Czech Republic (International Designation)	1316687 02/Jun/2016	1316687 13/Jul/2017	Registered	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Europe (International Designation)	W01224642 04/Apr/2014	W01224642 29/Sep/2015	Registered	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	India (International Designation)	1224642 04/Apr/2014	1224642 04/Apr/2014	Registered	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	International (Madrid Pro)	1224642 04/Apr/2014	1224642 04/Apr/2014	Registered 04/Apr/2024	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	International (Madrid Pro)	1316687 02/Jun/2016	1316687 02/Jun/2016	Registered 02/Jun/2026	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Japan (International Designation)	1224642 04/Apr/2014	1224642 17/Sep/2015	Registered	39,41,43,44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Norway (International Designation)	1224642 04/Apr/2014	1224642 13/May/2016	Registered		secret Escapes

						39, 41, 43, 44	
SECRET ESCAPES stylised Secret Escapes Limited	Russian Federation (International Designation)	1224642 04/Apr/2014	1224642 09/Nov/2015	Registered		39, 41, 43, 44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Singapore (International Designation)	1224642 04/Apr/2014	40201401021P 19/Feb/2016	Registered		39, 41, 43, 44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Slovak Republic (International Designation)	1316687 02/Jun/2016	1316687 22/May/2017	Registered		39, 41, 43, 44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Slovenia (International Designation)	1316687 02/Jun/2016	1316687 19/May/2017	Registered		39, 41, 43, 44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	Switzerland (International Designation)	1316687 02/Jun/2016	1316687 05/Oct/2017	Registered		39, 41, 43, 44	secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	United Kingdom	UK00002577494 05/Apr/2011	UK00002577494 18/Jun/2013	Registered 05/Apr/2031		39, 41, 43, 44	secret Escapes

SECRET ESCAPES stylised Secret Limited	United Kingdom	UK00801224642 04/Apr/2014	UK00801224642 29/Sep/2015	Registered 04/Apr/2024	39,41,43,44 secret Escapes
SECRET ESCAPES stylised Secret Escapes Limited	USA (International Designation)	79155710 04/Apr/2014	500978 02/Aug/2016	Registered	39,41,43,44
SECRET ROOMS Secret Escapes Limited	European Union	013960638 16/Apr/2015	013960638 09/May/2016	Registered 16/Apr/2025	39,41
SECRET ROOMS Secret Escapes Limited	United Kingdom	UK00913960638 16/Apr/2015	UK00913960638 09/May/2016	Registered 16/Apr/2025	39,41
TRAVELBIRD Secret Escapes Limited	Australia (International Designation)	1216985 10/Jun/2014	1648991 15/Jan/2015	Registered	35,36,39,43
TRAVELBIRD Secret Escapes Limited	Benelux	1286197 18/Mar/2014	953474 20/Mar/2014	Registered 18/Mar/2024	35,36,39,43
TRAVELBIRD Secret Escapes Limited	China (International Designation)	1216985 10/Jun/2014	1216985 01/Apr/2015	Registered	35,36,39,43

TRAVELBIRD Secret Limited	Europe (International Designation)	W01502574 09/Oct/2019	W01502574 26/Jun/2020	Registered	39,43
TRAVELBIRD Secret Limited	Europe (International Designation)	W01216985 10/Jun/2014	W01216985 28/Jul/2015	Registered	35,36,39,43
TRAVELBIRD Secret Limited	International (Madrid Pro)	1502574 09/Oct/2019	1502574 09/Oct/2019	Registered 09/Oct/2029	39,43
TRAVELBIRD Secret Limited	International (Madrid Pro)	1232419 30/Jun/2014	1232419 30/Jun/2014	Registered 30/Jun/2024	35,36,39,43
TRAVELBIRD Secret Limited	International (Madrid Pro)	1216985 10/Jun/2014	1216985 10/Jun/2014	Registered 10/Jun/2024	35,36,39,43
TRAVELBIRD Secret Limited	Japan (International Designation)	1216985 12/Mar/2019	1216985 16/Jul/2020	Registered	35,36,39,43
TRAVELBIRD Secret Limited	Mexico (International Designation)	2214402 12/Mar/2019	2056444 20/Nov/2019	Registered	43

TRAVELBIRD Secret Escapes Limited	New Zealand (International Designation)	1216985 12/Mar/2019	1121969 01/Oct/2019	Registered	35,36,39,43
TRAVELBIRD Secret Escapes Limited	Norway (International Designation)	1502574 09/Oct/2019	1502574 28/Oct/2020	Registered	39,43
TRAVELBIRD Secret Escapes Limited	Norway (International Designation)	1216985 10/Jun/2014	1216985 27/Mar/2015	Registered	35,36,39,43
TRAVELBIRD Secret Escapes Limited	Russian Federation (International Designation)	1232419 30/Jun/2014	1232419 07/Jun/2016	Registered	35,36,39,43
TRAVELBIRD Secret Escapes Limited	Singapore (International Designation)	40201911798V 12/Mar/2019	1216985 10/Dec/2020	Registered	39, 43
TRAVELBIRD Secret Escapes Limited	Switzerland (International Designation)	1502574 09/Oct/2019	1502574 05/Nov/2020	Registered	39,43
TRAVELBIRD Secret Escapes Limited	Switzerland (International Designation)	1216985 10/Jun/2014	1216985 22/Apr/2020	Registered	35,36,39,43

TRAVELBIRD Secret Escapes Limited	Turkey (International Designation)	1216985 10/Jun/2014	1216985 10/Oct/2015	Registered	35,36,39,43	
TRAVELBIRD Secret Escapes Limited	United Kingdom	UK00801502574 09/Oct/2019	UK00801502574 26/Jun/2020	Registered 09/Oct/2029	39,43	
TRAVELBIRD Secret Escapes Limited	United Kingdom	UK00801216985 10/Jun/2014	UK00801216985 28/Jul/2015	Registered 10/Jun/2024	35,36,39,43	
TRAVELBIRD Secret Escapes Limited	USA (International Designation)	79152398 10/Jun/2014	4801645 01/Sep/2015	Registered	35,36,39,43	
TRAVELBIRD logo Secret Escapes Limited	Benelux	1313638 07/Jul/2015	978447 21/Sep/2015	Registered 07/Jul/2025	35,36,39,43	TravelBird
travelfruits logo Secret Escapes Limited	European Union	011213841 25/Sep/2012	011213841 15/Jan/2013	Registered 25/Sep/2022	16,28,39,41,42,43	
travelfruits logo Secret Escapes Limited	Germany	3020120395724 13/Jul/2012	302012039572 10/Nov/2012	Registered 31/Jul/2022	16,28,39,41,42,43	
travelfruits logo Secret Escapes Limited	United Kingdom	UK00911213841 25/Sep/2012	UK00911213841 15/Jan/2013	Registered 25/Sep/2022	16,28,39,41,42,43	

TRAVELIST Secret Limited	Hungary	M1800187 15/Sep/2017	225381 14/Aug/2018	Registered 15/Sep/2027	39,41,43,44
TRAVELIST Secret Limited	Poland	Z.484891 15/Sep/2017	R.318844 19/Feb/2019	Registered 15/Sep/2027	39,43
travista Secret Limited	European Union	013148838 06/Aug/2014	013148838 12/Feb/2015	Registered 06/Aug/2024	16,28,39,41,42,43
travista Secret Limited	Germany	3020140267756 03/Nov/2014	302014026775 28/May/2014	Registered 31/Mar/2024	16,28,39,41,42,43
travista Secret Limited	United Kingdom	UK00913148838 06/Aug/2014	UK00913148838 12/Feb/2015	Registered 06/Aug/2024	16,28,39,41,42,43

Part 3

Shares

Chargor	Name of company in which Shares are held	Number and class of shares
Secret Escapes Limited	Travelist sp z o o	990
Secret Escapes Limited	Secret Escapes Transport Ltd	2,000
Secret Escapes Limited	Secret Escapes AB	500
Secret Escapes Limited	Secret Escapes GmbH	95,026
Secret Escapes Limited	Secret Escapes Pte Ltd	10
Secret Escapes Limited	Evasions Secretes SAS	10,000
Secret Escapes Limited	Secret Escapes SL	3,000
Secret Escapes Limited	Secret Escapes Holidays BV	1 ordinary share of EUR 1.00
Secret Escapes Limited	Empathy Marketing Limited	800 ordinary shares of €0.125 each
Secret Escapes Limited	Kaloe International s.r.o. (Czech Republic)	N/a no shares issued - 100% held by Secret Escapes Limited

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



Akash Jaramas

Trainee Solicitor

Thomas Joseph Valentine

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

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

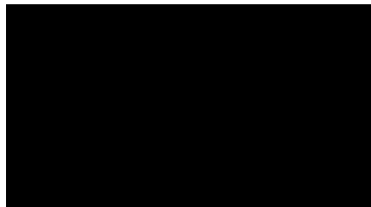
Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness



Akash Jaramas

Trainee Solicitor

Thomas Joseph Valentine

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

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)

