



Registration of a Charge

Company name: **P.G.L.VOYAGES LIMITED**

Company number: **00649051**



X69YVFK8

Received for Electronic Filing: **04/07/2017**

Details of Charge

Date of creation: **30/06/2017**

Charge code: **0064 9051 0052**

Persons entitled: **BARCLAYS BANK PLC (AS FACILITY AGENT)**

Brief description: **THE LAND AND BUILDINGS KNOWN AS BARTON HALL CHALET HOTEL, KINGSKERSWELL ROAD, TORQUAY TQ2 8JY, REGISTERED AT LAND REGISTRY WITH TITLE NUMBER DN545354. FOR MORE INFORMATION PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 649051

Charge code: 0064 9051 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2017 and created by P.G.L.VOYAGES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2017 .

Given at Companies House, Cardiff on 6th July 2017

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

CONFIRMATORY SECURITY AGREEMENT

DATED 30 JUNE 2017

**THE COMPANIES LISTED IN SCHEDULE 1
as Chargors**

and

**BARCLAYS BANK PLC
as Facility Agent**

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 30 JUNE 2017 and is made BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 (CHARGORS) as chargors (each a **Chargor**); and
- (2) BARCLAYS BANK PLC as agent and trustee for the Finance Parties (the **Facility Agent**).

BACKGROUND:

- (A) Pursuant to a security agreement dated 4 September 2014 between, among others, each Chargor and the Facility Agent (the **Original Security Agreement**), each Chargor created Security Interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Credit Agreement has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, each Chargor and the Facility Agent (the **Supplemental Agreement**).
- (C) Each Chargor and the Facility Agent consider that the Security Interests created by the Chargors under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed, **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which an Obligor is party, including those obligations and liabilities as they are amended by the Supplemental Agreement, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.3 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement will be construed as references to this Deed.
- (d) Any reference in this Deed to:
 - (i) a **Finance Document** or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
 - (ii) **assets** includes present and future properties, revenues and rights of every description; and

- (iii) the term **this Security** means any security created by this Deed.
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) If the Facility Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (h) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Finance Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Facility Agent promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and

- (iii) unless the Facility Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties.
- (d) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (e) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect.
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 2 (Security Assets) under the heading "Real Property"; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it.
- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery owned by a Chargor on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) Each Chargor charges:
 - (i) by way of first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; and

- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it.

2.6 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

2.7 Intellectual Property

Each Chargor charges by way of first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) under its name under the heading "Specific Intellectual Property Rights";
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

2.8 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) all moneys standing to its credit and all accounts with any bank, financial institution or other person;

- (e) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (f) its uncalled capital.

2.9 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Facility Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Representations - General) to 21 (Release) (inclusive) (other than clause 5.12 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Security Agreement dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)"

5. MISCELLANEOUS

- (a) The Original Security Agreement will remain in full force and effect.

(b) This Deed is designated a Finance Document.

6. GOVERNING LAW

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS**

	NAME OF CHARGOR	REGISTRATION NUMBER (OR EQUIVALENT, IF ANY)
1.	Holidaybreak Limited	02305562
2.	Holidaybreak Education Limited	06247659
3.	PGL Air Travel Limited	02583431
4.	PGL Group Limited	05346933
5.	PGL Voyages Limited	00649051
6.	PGL Travel Limited	01191534
7.	PGL Adventure Ltd.	01420399
8.	NST Holdings Limited	06322303
9.	NST Travel Group Limited	02665024
10.	NST Transport Services Limited	03130532
11.	Edge Adventures Limited (formerly Holidays Limited)	03496821
12.	Freedom of France Limited	02330395
13.	Meininger Limited	05898245
14.	Meininger Hotels Limited (formerly Holidaybreak Hotel Holdings Limited)	08895474
15.	European Study Tours Limited	01839286
16.	Prometheon Holdings (UK) Limited	07689108
17.	Meininger Holding GmbH	HRB 130316 B (local court of Berlin)

SCHEDULE 2
SECURITY ASSETS

REAL PROPERTY

Freehold property

1. The land and buildings known as Boreatton Park, Stanwardine, Baschurch, Shropshire SY4 2EX, registered at Land Registry with title number SL154770, of which the registered owner is PGL Travel Limited.
2. The land on the south side of Woodside, Boreatton, Baschurch, Shropshire SY4 2ER (land at Stanwardine), registered at Land Registry with title number SL154771, of which the registered owner is PGL Travel Limited.
3. The land and buildings known as Bethany House, Tilford Road, Hindhead, Surrey GU26 6RB, registered at Land Registry with title number SY461208, of which the registered owner is PGL Travel Limited.
4. The land and buildings known as Alton Court Mansion, Penyard Lane, Ross-on-Wye, Herefordshire HR9 5NR, registered at Land Registry with title number HE21542, of which the registered owner is PGL Travel Limited.
5. The land and buildings known as the Old Coach House, Penyard Lane, Ross-on-Wye, Herefordshire HR9 5NR, registered at Land Registry with title number HE21544, of which the registered owner is PGL Travel Limited.
6. The road and woodlands adjoining Alton Court, Ross-on-Wye, Herefordshire, registered at Land Registry with title number HW132415, of which the registered owner is PGL Travel Limited.
7. The land and buildings known as Hill Crest, Foy, Ross-on-Wye, Herefordshire HR9 6RD, registered at Land Registry with title number HE21554, of which the registered owner is PGL Travel Limited.
8. The land and buildings known as PGL Office, Bromsash, Ross-on-Wye HR9 7SB registered at Land Registry with title number HE21555, of which the registered owner is PGL Travel Limited.
9. The land and buildings known as Little Canada Holiday Village and Hazel Lodge, Wootton Creek, Wootton Bridge, Ryde, Isle of Wight, registered at Land Registry with title number IW9966, of which the registered owner is PGL Travel Limited.
10. The land and buildings known as Osmington Bay Holiday Village, Shortlake Lane, Osmington, Weymouth DT3 6EG, registered at Land Registry with title number DT104383 and DT422026, of which the registered owner is PGL Travel Limited.

11. The land lying to the south of Caythorpe Heath Lane, Caythorpe, Grantham, registered at Land Registry with title number LL251578, of which the registered owner is PGL Travel Limited.
12. The land and buildings at Caythorpe Agricultural College, Caythorpe Heath Lane, Caythorpe, registered at Land Registry with title number LL221174, of which the registered owner is PGL Travel Limited.
13. The land and buildings known as Winmarleigh Hall, Church Lane, Winmarleigh, Preston PR3 0LA, registered at Land Registry with title number LA797220, of which the registered owner is PGL Travel Limited.
14. The land and buildings known as Windmill Hill Place, Windmill Hill, Hailsham BN27 4RZ, registered at Land Registry with title number ESX193387, of which the registered owner is PGL Travel Limited.
15. The land and buildings known as King Edwards Place, Foxhill, Swindon SN4 0DY, registered at Land Registry with title numbers WT69607 and WT101178, of which the registered owner is PGL Travel Limited.
16. The land at Hole in the Wall, Foy, Ross-On-Wye, registered at Land Registry with title number HE3953, of which the registered owner is Freedom of France Limited.
17. The land lying to the west side of New Road, Wootton Bridge, Ryde, registered at Land Registry with title number IW28823, of which the registered owner is PGL Travel Limited.

Leasehold property

18. The land and buildings known as Offices and yard at Alton Court Mansion, Penyard Lane, Ross-on-Wye, Herefordshire HR9 5NR, the title to which is unregistered, which is leased to PGL Travel Limited.
19. The land and buildings known as Marchants Hill Rural Centre, Tilford, Hindhead Surrey, registered at the Land Registry with title number SY800570, which is leased to PGL Travel Limited.
20. The land and buildings known as Beam House, Torrington, North Devon, EX38 8JF, registered at Land Registry with title number DN523104, which is leased to PGL Travel Limited.
21. The land and buildings known as Tregoyd House, Brecon, Powys LD 0SP, registered at the Land Registry with title number CYM695615, which is leased to PGL Travel Limited.
22. The land and buildings known as Llwyn Filly, Llanigon, the title to which is unregistered, which is leased to PGL Travel Limited.

23. The land and buildings known as Barton Hall Chalet Hotel, Kingskerswell Road, Torquay TQ2 8JY, registered at Land Registry with title number DN545354 which is leased to P.G.L. Voyages Limited.
24. The land and buildings known as Eboracum Way, Heworth Green, York YO31 7RE registered at the Land Registry with title number NYK352325, which is leased to Holidaybreak Limited (formerly Holidaybreak plc).
25. The land and buildings known as Discovery House, Brooklands Way, Whitehills Business Park, Blackpool FY4 5LW, the title to which is unregistered, which is leased to NST Travel Group Limited.
26. The land and buildings known as New Office Premises, Alton Court, Penyard Lane, Ross on Wye, Herefordshire, HR9 5GL, the title to which is unregistered, which is leased to PGL Travel Limited.
27. The land and buildings known as Penyard Barns, Ross-on-Wye, Herefordshire, the title to which is unregistered, which is leased to PGL Travel Limited.
28. The land and buildings known as 4 Post Office Walk, Fore Street, Hertford, SG14 1DL registered at Land Registry with title number HD450169, which is leased to European Study Tours Limited (formerly Banks Sadler International Limited).

SHARES

NAME OF COMPANY IN WHICH SHARES ARE HELD	NAME OF NOMINEE (IF ANY) BY WHOM SHARES ARE HELD	CLASS OF SHARES HELD	NUMBER OF SHARES HELD
Holidaybreak Limited	Prometheon Holdings UK Limited	Ordinary 5p shares	72,106,429
Edge Adventures Limited (formerly Holidays Limited)	Holidaybreak Limited	Ordinary	2
Holidaybreak Trustee Limited	Holidaybreak Limited	Ordinary	1
Holidaybreak Quest Trustee Limited	Holidaybreak Limited	Ordinary	1
Hotelnets Limited	Holidaybreak Limited	Ordinary	1
Travelworks UK Limited	Holidaybreak Limited	Ordinary	1
Holidaybreak Education Limited	Holidaybreak Limited	Ordinary	173,653,000
PGL Group Limited	Holidaybreak Education Limited	Ordinary	700,000
P.G.L. Voyages Limited	PGL Group Limited	Ordinary	5,815,600
P.G.L. Voyages Limited	PGL Group Limited	Ordinary	28,474
PGL Travel Limited	P.G.L. Voyages Limited	Ordinary	13,550,000
PGL Adventure Ltd.	PGL Travel Limited	Ordinary	100
NST Travel Group Limited	Holidaybreak Education Limited	Ordinary A	142,500
NST Travel Group Limited	Holidaybreak Education Limited	Ordinary B	7,500
NST Transport Services Limited	NST Travel Group Limited	Ordinary	2,001
NST Holdings Limited	Holidaybreak Education Limited	Ordinary	82,876
European Study Tours Limited	Holidaybreak Education Limited	Ordinary	50,000

NAME OF COMPANY IN WHICH SHARES ARE HELD	NAME OF NOMINEE (IF ANY) BY WHOM SHARES ARE HELD	CLASS OF SHARES HELD	NUMBER OF SHARES HELD
Meininger Hotels Limited (formerly Holidaybreak Hotel Holdings Limited)	Holidaybreak Limited	Ordinary	1
EST Transport Purchasing Limited	Holidaybreak Education Limited	Ordinary	2,000
PGL Air Travel Limited	Holidaybreak Education Limited	Ordinary	65,000
Freedom of France Limited	P.G.L Voyages Limited	Ordinary	2
Meininger Limited	"Meininger" Holding GmbH	Ordinary	3

RESTRICTED ACCOUNTS

None specified.

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

None specified.

SIGNATORIES

Chargors

EXECUTED as a DEED by
HOLIDAYBREAK LIMITED
acting by
a director, in the presence of:

)
)
)

/s/ Director

Ajay Ajit Peta Kerkar

Witness' signature:

[Redacted]

Witness' name:

KRUPA VED

Witness' address:

3rd Floor, 30 Millbank,
London, SW1P4DU

EXECUTED as a DEED by
HOLIDAYBREAK EDUCATION LIMITED
acting by
a director, in the presence of:

)
)
)

[Redacted]

Director

Witness' signature:

[Redacted]

Witness' name:

KRUPA VED

Witness' address:

3rd Floor, 30 Millbank,
London, SW1P4DU

EXECUTED as a DEED by
PGL AIR TRAVEL LIMITED
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milkbank
London, SW1P4DU

EXECUTED as a DEED by
PGL GROUP LIMITED
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

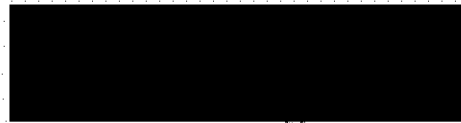
KRUPA VED

Witness' address:

3rd floor, 30 Milkbank
London, SW1P4DU

EXECUTED as a DEED by
PGL VOYAGES LIMITED
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

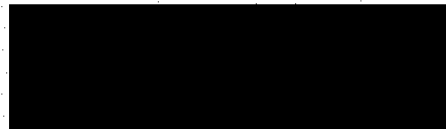
KRUPA VED

Witness' address:

3rd floor, 30 Milbank,
London, SW1P4DU

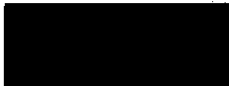
EXECUTED as a DEED by
PGL TRAVEL LIMITED
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milbank,
London, SW1P4DU

EXECUTED as a DEED by
PGL ADVENTURE LTD.
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milbank
London, SW1P4DU

EXECUTED as a DEED by
NST HOLDINGS LIMITED
acting by
a director, in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milbank
London, SW1P4DU

EXECUTED as a DEED by
NST TRAVEL GROUP LIMITED
acting by
a director, in the presence of:

)
)
)
Director

Witness' signature:

Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milbank
London, SW1P4DU

EXECUTED as a DEED by
NST TRANSPORT SERVICES LIMITED
acting by
a director, in the presence of:

)
)
)
Director

Witness' signature:

Witness' name:

KRUPA VED

Witness' address:

3rd floor, 30 Milbank
London, SW1P4DU

EXECUTED as a DEED by
EDGE ADVENTURES LIMITED
acting by
a director, in the presence of:

)
)
)

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

Witness' name:

Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P 4DU

EXECUTED as a DEED by
FREEDOM OF FRANCE LIMITED
acting by
a director, in the presence of:

)
)
)

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

Witness' name:

Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P 4DU

EXECUTED as a DEED by
MEININGER LIMITED
acting by
a director, in the presence of:

)
)
)

Director

Witness' signature:

[Redacted signature]

Witness' name:

Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P4DU.

EXECUTED as a DEED by
MEININGER HOTELS LIMITED
acting by
a director, in the presence of:

)
)
)

Director

Witness' signature:

[Redacted signature]

Witness' name:

Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P4DU

EXECUTED as a DEED by
EUROPEAN STUDY TOURS LIMITED
acting by
a director, in the presence of:

)
)
)

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

Witness' name:

Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P4DU

EXECUTED as a DEED by
PROMETHEON HOLDINGS (UK) LIMITED
acting by
a director, in the presence of:

)
)
)

[Redacted Signature]

Director

Ajay Ajit Pcdn Kerkar

Witness' signature:

[Redacted Signature]

Witness' name:

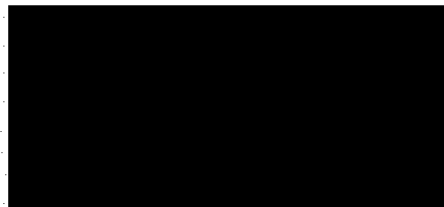
Thomas Turner

Witness' address:

30 Millbank,
London,
SW1P4DU

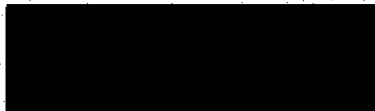
EXECUTED as a DEED by
MEININGER HOLDING GMBH
acting by
a director, in the presence of:

)
)
)



Eric van Dyle
Director

Witness' signature:



Witness' name:

Silvia Gonzaga

Witness' address:

Varziner Str. 4, 12159 Berlin, Germany

Facility Agent

BARCLAYS BANK PLC

By:

