



Registration of a Charge

Company name: **HB PGL HOLDING LIMITED**

Company number: **09783990**



X7ZUUUIP

Received for Electronic Filing: **22/02/2019**

Details of Charge

Date of creation: **19/02/2019**

Charge code: **0978 3990 0003**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **THE REGISTERED LAND AS DESCRIBED AGAINST THE NAME OF THE COMPANY AT SCHEDULE 1 (THE PROPERTIES) OF THE INSTRUMENT, INCLUDING THE REGISTERED LAND WITH TITLE NUMBER SK216413.**

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: **I 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:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9783990

Charge code: 0978 3990 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2019 and created by HB PGL HOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2019 .

Given at Companies House, Cardiff on 25th February 2019

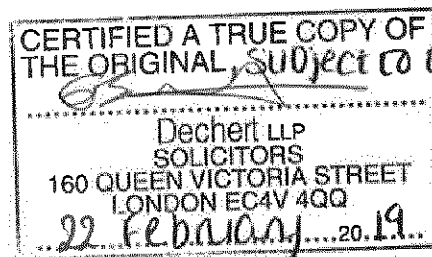
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



redacted pursuant to
S8594 of the Companies
Act 2006

DATED 19 February 2019

(1) THE COMPANIES LISTED IN SCHEDULE 2 TO THIS DEED

as Chargors
- and -

(2) ARES MANAGEMENT LIMITED

as Security Agent

LEGAL CHARGE

relating to
the Properties listed in the Schedule to this
Deed

This Deed is subject to and has the benefit of an Intercreditor Agreement dated 21 December 2018 and made between among others, (1) each Chargor, (2) the Security Agent and (3) the Secured Parties (as each such term is defined therein)

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THIS DEED is made on

19 February

2019

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 2 TO THIS DEED** (the "**Chargors**" and each a "**Chargor**"); and
- (2) **ARES MANAGEMENT LIMITED**, a company incorporated and registered under the laws of England and Wales with number 05837428 with its registered office at 5th Floor, 6 St. Andrew Street, London, EC4A 3AE (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "**Security Agent**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

(a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

(b) the following terms have the following meanings:

"**Act**" means the Law of Property Act 1925;

"**Declared Default**" means an Event of Default or a Material Event of Default in respect of which any notice has been issued or rights exercised by the Agent under Clause 26.19 (*Acceleration*) or Clause 26.20 (*Revolving Facility Acceleration*) of the Facilities Agreement;

"**Default Rate**" means the rate of interest determined in accordance with Clause 12.3 (*Default interest*) of the Facilities Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"**Facilities Agreement**" means the senior term and revolving facilities agreement dated 21 December 2018 between (1) Aldgate Education Midco 4 Ltd as Parent, (2) Midlothian Capital Partners (Education) Limited as Company, (3) the entity listed in Part 1 of Schedule 1 to it as Original Borrower, (4) the entities listed in Part 1 of Schedule 1 to it as Original Guarantors, (5) Ares Management Limited as Arranger, (6) the entities listed in Part 2 of Schedule 1 to it as Original Lenders, (7) Ares Management Limited as Agent, and (8) Ares Management Limited as Security Agent (as the same may be amended, supplemented, novated and/or restated from time to time);

"**Legal Charge Security**" means the Security created by or pursuant to this Deed;

"**Party**" means a party to this Deed;

"**Planning Acts**" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Premises" means all buildings and erections included in the definition of **"Security Assets"**;

"Properties" means each of the properties specified in Schedule 1 (*The Properties*). A reference to a **"Property"** is a reference to any of the Properties and, where the context so admits, includes:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property;
- (b) all easements, servitudes and rights and agreements in respect of that property; and
- (c) the benefit of all covenants given in respect of that property;

"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement (other than Clause 1.2(c)) apply to this Deed as though they were set out in full in this Deed, except that references to "this Agreement" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) **"this Deed"**, the **"Facilities Agreement"**, any other Finance Document or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or

replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances including, without limitation, pursuant to Clause 2.2 (*Accordion Facility*) or Clause 2.3 (*Increase*) of the Facilities Agreement);

- (iii) "Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted; and
 - (v) the singular includes the plural and vice versa.
- (c) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Deed and references to this Deed include its schedule.
 - (d) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
 - (e) Each undertaking of each Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by each Chargor for the benefit of the Security Agent and each other Secured Party.
 - (f) The terms of the other Finance Documents and of any side letters between any of the parties thereto in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the Properties 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 Security Agent or the Agent reasonably considers that an amount paid by a member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (h) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
 - (i) If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement and/or the Facilities Agreement, the provision of the Intercreditor Agreement and/or the Facilities Agreement shall prevail.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Trust

All Security and dispositions made or created and all obligations and undertakings contained in this Deed to, in favour of or for the benefit of the Security Agent are made, created and

entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

1.5 Third party rights

- (a) Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- (b) Any Receiver may, subject to this Clause 1.5 and the Contracts (Rights of Third Parties) Act 1999, rely on any Clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by each Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

3. GRANT OF SECURITY

Each Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Obligations, charges and agrees to charge in favour of the Security Agent all of its present and future right, title and interest in and to each of the Properties by way of first legal mortgage.

4. CONTINUING SECURITY

4.1 Continuing security

The Legal Charge Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

4.3 Right to enforce

This Deed may be enforced against each Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

5. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

6. REPRESENTATIONS

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 1 (*The Properties*).

7. UNDERTAKINGS BY EACH CHARGOR

7.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following, without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed or a Permitted Security as permitted by the Facilities Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Facilities Agreement).

7.2 Notices

Each Chargor shall notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Security Agent) immediately provide it with a copy of the same and shall either:

- (a) comply with such notice, order, application, requirement or proposal; or
- (b) make such objections to the same as the Security Agent may require or approve.

7.3 Compliance with obligations and laws

Each Chargor shall:

- (a) duly and punctually pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets if failure to do so is or is reasonably likely to be prejudicial to the interests of the Security Agent and/or the other Secured Parties;
- (b) comply in all respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any bye-laws,

regulations or requirements of any competent authority or other approvals, licences or consents if failure to so comply has or is reasonably likely to have a Material Adverse Effect; and

- (c) comply in all material respects with covenants and obligations affecting the Security Assets (or their manner of use).

7.4 No restrictive contracts

No Chargor shall, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligation (as determined by such Chargor, in its sole discretion, acting reasonably and in good faith) affecting any Security Asset.

7.5 Repair

Each Chargor shall maintain the Premises in as good a state of repair as could reasonably be expected of a business of the same nature as that operated by each Chargor.

7.6 No leasing

No Chargor shall, except with the prior written consent of the Security Agent, confer on any person:

- (a) any lease or tenancy of any of the Properties nor release, amend or vary the terms of any such lease or tenancy; or
- (b) accept a surrender of any lease or tenancy (whether independently or under any statutory power).

7.7 No development

No Chargor shall carry out any development within the meaning of the Planning Acts:

- (a) in or upon any part of the Properties without first obtaining such permissions as may be required under or by virtue of the Planning Acts; and
- (b) in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Properties and which is reasonably likely to prejudice the value or marketability of the Properties in question or otherwise prejudice the interest of the Secured Parties, without first obtaining the written consent of the Security Agent.

7.8 Leasehold Property (Chargor as lessee)

If a Chargor holds the Property or any part of it as tenant or lessee, the relevant Chargor shall:

- (a) not do or permit to be done anything as a result of which any such lease may be liable to forfeiture or otherwise be determined;
- (b) pay the rents reserved by, and perform and observe all the material covenants and conditions of the lessee contained in, the lease;
- (c) if reasonably required enforce against the lessor any material covenants given by the lessor in the lease;

- (d) not amend or vary any material terms of such lease without the prior written consent of the Security Agent; and
- (e) promptly notify the Security Agent of any event or circumstance which is reasonably likely to lead to the lease being forfeit or subject to determination.

7.9 Inspection by Security Agent

Subject to the terms of any then subsisting occupational leases, each Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Properties and view the state of them.

7.10 Not prejudice

No Chargor shall do, cause or permit to be done anything which may materially depreciate, materially jeopardise or otherwise materially prejudice the value or marketability of the Properties from time to time mortgaged or charged (or expressed to be mortgaged or charged) by or pursuant to this Deed (or make any omission which has such an effect).

8. POWER TO REMEDY

8.1 Power to remedy

If at any time a Chargor does not comply with:

- (a) any of its obligations under this Deed; or
- (b) any contractual, statutory, common law or other legal obligation affecting the Properties,

the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things which are necessary or desirable to rectify that default (including entering the Properties, complying with or objecting to any notice served on that Chargor in respect of the Properties or taking any action which the Security Agent may consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice).

8.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this Clause 8.2 shall not render it or any other Secured Party liable as a mortgagee in possession.

8.3 Monies expended

Each Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this Clause 8.3, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with Clause 2.2 (*Default interest*).

9. POWERS OF LEASING

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of

leases and grant options as the Security Agent shall think fit and without the need to comply with section 99 or 100 of the Act.

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 When enforceable

This Legal Charge Security shall become immediately enforceable upon the occurrence of a Declared Default.

10.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Declared Default.

10.3 Enforcement

After this Legal Charge Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Legal Charge Security in such manner as it sees fit.

11. ENFORCEMENT OF LEGAL CHARGE SECURITY

11.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Legal Charge Security.

11.2 Powers of Security Agent

At any time after the Legal Charge Security becomes enforceable (or if so requested by a Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):

- (a) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of each Chargor; and/or
- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.

11.3 Redemption of prior mortgages

At any time after the Legal Charge Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or

- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by each Chargor to the Security Agent on demand.

11.4 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

11.5 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his fraud, gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of Clause 11.5(a), neither the Security Agent, any other Secured Party nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.6 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

12. RECEIVER

12.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

12.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

12.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Obligations shall be capable of being applied by the Security Agent in discharge of the Secured Obligations.

12.5 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor. Each Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the relevant Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13. POWERS OF RECEIVER

13.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by Clause 11.2 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

13.2 Additional powers

In addition to the powers referred to in Clause 13.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Property containing them, without the consent of the Chargors. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such

consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any part of the Property or Premises and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the relevant Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any part of the Property or Premises);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the relevant Chargor;
- (g) to take any such proceedings (in the name of a Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of a Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of the Properties (or any part thereof) and to apply for any new or extended lease;
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to the Security Assets (or any part of them) all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of a Chargor for any of the above purposes; and
- (n) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets.

14. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

14.1 Application

All monies received by the Security Agent or any Receiver after the Legal Charge Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Legal Charge Security) be applied in accordance with and subject to the terms of the Intercreditor Agreement.

14.2 Contingencies

If the Legal Charge Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature).

15. SET-OFF

15.1 Set-off

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Legal Charge Security has become enforceable (and in addition to its rights under Clause 15.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

15.2 Time deposits

Without prejudice to Clause 15.1 (*Set-off*), if any time deposit matures on any account which a Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) this Legal Charge Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

16. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. FURTHER ASSURANCES

Subject to the Agreed Security Principles, each Chargor shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or Delegate in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Security Agent or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or the Debenture Security has become enforceable, which such Chargor is obliged to take under this Deed, including under Clause 17 (*Further assurances*), or, if no Event of Default is continuing, which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

19. CURRENCIES

19.1 Conversion

All monies received or held by the Security Agent or any Receiver under this Deed in a currency (the "**Other Currency**") other than the currency in which the relevant monies are expressed to be payable (the "**Required Currency**") may be converted from the Other Currency into the Required Currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in the Required Currency at the Agent's Spot Rate of Exchange. Each Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20. MISCELLANEOUS

20.1 Appropriation and suspense account

- (a) Subject to the Intercreditor Agreement and Clause 14.1 (*Application*) the Security Agent shall apply all payments received in respect of the Secured Obligations in

reduction of any part of the Secured Obligations in any order or manner which it may determine.

- (b) Any such appropriation shall override any appropriation by a Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent usually grants for accounts of that size and nature) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

20.2 New accounts

If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

20.3 Changes to the Parties

- (a) No Chargor may assign any of its rights under this Deed.
- (b) The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. Each Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignment or transfer.

21. LAND REGISTRY

21.1 Memorandum and articles

Each Chargor certifies that the Legal Charge Security does not contravene any of the provisions of the memorandum or articles of association of that Chargor.

21.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

21.3 Restriction

Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"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 charge dated [●] 2019 in favour of Ares Management Limited referred to in the charges register or their conveyancer."

21.4 Exempt information

- (a) Each Chargor:
 - (i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Facilities Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent; and
 - (iii) shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facilities Agreement or any other Finance Document, following its designation as an exempt information document.
- (b) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

21.5 General provisions regarding LRA filings

- (a) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules to protect the Legal Charge Security.
- (b) No Chargor shall, without the prior written consent of the Security Agent, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so registered under the Land Registration Act 2002 at the date of this Deed.

22. CERTIFICATES, AMENDMENTS AND WAIVERS

22.1 Amendments and waivers

Any provision of this Deed may be amended only if the Security Agent and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

22.2 Calculations and certificates

A certificate of the Security Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) shall be conclusive evidence of such amount against the Chargors in the absence of manifest error.

22.3 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall

any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

23. NOTICES

23.1 Facilities Agreement

Clause 35 (*Notices*) of the Facilities Agreement (relating to all communications to be made under the Facilities Agreement) is incorporated into this Deed as if fully set out in this Deed except that references to the Facilities Agreement shall be construed as references to this Deed. The address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name below or those subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement to the Agent.

23.2 No deemed notice to Security Agent

Any notice to the Security Agent shall be deemed to have been given only on actual receipt by the Security Agent.

24. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. RELEASE

25.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Legal Charge Security.

25.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

26. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

27. GOVERNING LAW

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

28. ENFORCEMENT AND JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) 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.
- (c) This Clause 28 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by each Chargor.

SCHEDULE 1: THE PROPERTIES

Registered Land

Chargor	Address	Administrative area	Title number
PGL Travel Limited	Alton Court	Herefordshire	HW132415
PGL Travel Limited	Beam House	Devon: Torridge	DN523104
HB PGL Holding Limited	Bawdsey Manor	Suffolk: Suffolk Coastal	SK216413

SCHEDULE 2: THE CHARGORS

Company name	Registered number	Registered office
PGL Travel Limited	01191534	Alton Court, Penyard Lane, Ross-on-Wye, Herefordshire, HR9 5GL
HB PGL Holding Limited	09783990	Alton Court, Penyard Lane, Ross-on-Wye, Herefordshire, HR9 5GL

EXECUTION PAGES

THE CHARGORS

Executed as a deed, but not delivered until the first)
date specified on page 1, by PGL TRAVEL)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

RICHARD SANDERS

Address: Alton Court, Penyard Lane, Ross-on-Wye, Herefordshire, HR9 5GL

Attention: Peter Churchus

Email: Peter.Churchus@hb-ed.co.uk

Executed as a deed, but not delivered until the first)
date specified on page 1, by HB PGL HOLDING)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

RICHARD SANDERS

Address: Alton Court, Penyard Lane, Ross-on-Wye, Herefordshire, HR9 5GL

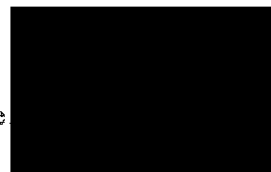
Attention: Peter Churchus

Email: Peter.Churchus@hb-ed.co.uk

THE SECURITY AGENT

Signed by Kevin Early for and)
on behalf of **ARES MANAGEMENT LIMITED:**)
)

Signature



Address: 6th Floor, 10 New Burlington
Street London W1S 3BE

Facsimile No.: +44 (0)20 7434 6401

Attention: David Ribchester / Nishal
Patel