



Registration of a Charge

Company Name: **HOSEASONS LIMITED**

Company Number: **03806487**



Received for filing in Electronic Format on the: **19/12/2023**

XCIPLIVD

Details of Charge

Date of creation: **15/12/2023**

Charge code: **0380 6487 0007**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH**

Brief description: **N/A**

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: **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: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3806487

Charge code: 0380 6487 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2023 and created by HOSEASONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2023 .

Given at Companies House, Cardiff on 21st December 2023

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**

EXECUTION VERSION

ENGLISH CONFIRMATORY SECURITY AGREEMENT

relating to the Prior Ranking Security Agreements (as defined below)

DATED 15 December 2023

BETWEEN

COMPASS III LIMITED
as Parent

AWAZE LIMITED
as Company

COMPASS BIDCO II LIMITED
as Bidco

and

CERTAIN COMPANIES
as Chargors

and

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent

This Security Agreement is entered into subject to the terms of an Intercreditor Agreement dated 7 May 2018 (as amended from time to time)

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 15 December 2023 and made

BETWEEN:

- (1) **COMPASS III LIMITED**, a private limited company incorporated in England and Wales with registered number 11187687 and having its registered address at 280 Bishopsgate, London, United Kingdom, EC2M 4RB (the **Parent**);
- (2) **AWAZE LIMITED (FORMERLY KNOWN AS COMPASS IV LIMITED)**, a private limited company incorporated in England and Wales with registered number 11184954 and having its registered address at 280 Bishopsgate, London, United Kingdom, EC2M 4RB (the **Company**);
- (3) **COMPASS BIDCO II LIMITED**, a private limited company incorporated in England and Wales with registered number 11188307 and having its registered address at 280 Bishopsgate, London, United Kingdom, EC2M 4RB (the **Bidco**, together with the Parent and the Company, each a **Original Chargor** and together the **Original Chargors**);
- (4) **THE COMPANIES** listed in Schedule 1 as chargors (together with Parent, Company and Bidco, each a **Chargor** and together the **Chargors**); and
- (5) **DEUTSCHE BANK AG, LONDON BRANCH** (the **Security Agent**) as security agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below).

BACKGROUND:

- (A) Pursuant to an English law security agreement dated 7 May 2018 between the Original Chargors and the Security Agent (the **First Security Agreement**), the Original Chargors created Transaction Security as security for, among other things, the Secured Obligations (as defined therein).
- (B) Pursuant to an English law security agreement dated 31 July 2018 between each Chargor (other than the Original Chargors) and the Security Agent (the **Second Security Agreement**, and together with the First Security Agreement, the **Prior Ranking Security Agreements**), the Chargors (other than the Original Chargors) created Transaction Security as security for, among other things, the Secured Obligations (as defined therein).
- (C) Pursuant to an amendment and restatement agreement dated 25 September 2023, between, amongst others, the Parent, the Company, the Agent and the Security Agent (the **Amendment and Restatement Agreement**), the Senior Facilities Agreement (as defined below) has been amended and restated by the Amendment and Restatement Agreement.
- (D) The Chargors and the Security Agent consider that the Transaction Security created by the Chargors under the Prior Ranking Security Agreements secures payment of the Secured Obligations but are entering into this Deed for the avoidance of doubt and/or in the event that they may not.
- (E) This Deed is supplemental to the Prior Ranking Security Agreements.
- (F) Each Chargor enters into this Deed in connection with the Secured Debt Documents (as defined in the Intercreditor Agreement defined below).

- (G) 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

1.1 Definitions

In this Deed:

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained.

Intercompany Loan Agreement means:

- (a) in respect of the Parent, any intercompany loan agreement to which the Parent is party as a lender with the Company as the debtor, including those specified under the Prior Ranking Security Agreements; and
- (b) subject to paragraph (a) above, any intercompany loan agreement to which a Chargor is party as a lender with any other member of the Group as debtor, under which that Chargor has receivables which in aggregate exceed EUR 2,000,000 (or its equivalent in any other currency, including those specified under the Prior Ranking Security Agreements).

Intercompany Receivables means:

- (a) in respect of the Parent, any and all present and future receivables, claims, rights, title or monies regardless of their nature (including, without limitation, principal, interest, default interest, commissions, costs and indemnities), in any currency or currencies, whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by the Company to the Parent; and
- (b) subject to paragraph (a) above, any and all present and future receivables, claims, rights, title or monies regardless of their nature (including, without limitation, principal, interest, default interest, commissions, costs and indemnities), in any currency or currencies, whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by any member of the Group to a Chargor, where the aggregate amount of such receivables owed by such member of the Group to such Chargor exceeds EUR 2,000,000 (or its equivalent in any other currency) at any time.

Intercreditor Agreement means the intercreditor agreement dated 7 May 2018 and made between, among others, the Chargors and the Security Agent, as amended and/or amended and restated from time to time.

Investment means all shares, stocks, debentures, bonds or other securities and investments owned by a Chargor in an Obligor or held by any nominee on its behalf.

Party means a party to this Deed.

Related Rights means, in respect of all Shares and Investments, all dividend, interest, distributions and other income paid or payable on such a Share or Investment, together with all shares or other property derived from any relevant Share or Investment and all other monies, allotments, accretions, rights, benefits, property and/or advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, substitution, exchange, bonus, preference, option rights or otherwise).

Relevant Contract has the meaning given to it in Clause 2.5 (Other contracts).

Restated Facilities Agreement means the Senior Facilities Agreement as amended and restated by the Amendment and Restatement Agreement.

Restricted Account means each bank account of a Chargor opened in England or Wales in respect of which the average cash balance in respect of such bank account in any calendar month is in excess of EUR 2,000,000 (or its equivalent in any other currency), (including without limitation those specified under the Prior Ranking Security Agreements) and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date which is the later to occur of the Senior Secured Discharge Date and the Second Lien Discharge Date.

Senior Facilities Agreement means the senior facilities agreement originally dated 7 May 2018 between, among others, the Company and the Security Agent, as amended and/or amended and restated from time to time.

Shares mean all shares owned by a Chargor in its subsidiaries that are Obligors, including but not limited to those specified under the Prior Ranking Security Agreements.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement or the Prior Ranking Security Agreements have, unless expressly defined in this Deed, the same meaning in this Deed (including such definitions incorporated by way of reference).
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement and clause 1.2 (Construction) of the Restated Facilities Agreement shall apply *mutatis mutandis* to this Deed as though they were set out in full in this Deed, so far as they are relevant, provided that the terms of clause 1.2 (Construction) of the Intercreditor Agreement will prevail if there is a conflict between the terms of clause 1.2 (Construction) of the Restated Facilities Agreement and clause 1.2 (Construction) of the Intercreditor Agreement.
- (c) The term **this Security** means any security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) There shall be excluded from the security created by this Deed, but in each case only to the extent that such prohibition or condition restricts the type of security interest purported to be created by the relevant Clause of this Deed:
 - (i) any asset which a Chargor is prohibited from creating Security on or over by reason of any contract, license, lease, instrument or other arrangement which has been entered into with a third party on arms' length terms in relation to that asset and which contract, license, lease, instrument or other arrangement is otherwise not prohibited by the terms of the Senior Facilities Agreement (including any asset which a Chargor is precluded from creating Security over without the prior consent of a third party), in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party; and
 - (ii) any Security which would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or which would conflict with the mandatory fiduciary duties of their or any Affiliates' directors or contravene any legal prohibition or result in a risk of personal or criminal liability on the part of any officer or member of a Chargor) provided that such Chargor has used its reasonable endeavours to overcome such obstacles, in each case to the extent of that that can be done at reasonable cost.

For the purposes of this paragraph (b), the term "third party" in relation to a Chargor means any person which is not a member of the Group or an Affiliate of a member of the Group.

- (c) For all assets and undertakings referred to in sub-paragraphs (i) and (ii) of paragraph (b) above and to the extent that such assets are material and the Parent determines in good faith that such endeavours will not involve placing commercial relationships with third parties in jeopardy or incurring any material cost, that Chargor undertakes to use reasonable endeavours to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed unless that Chargor has already used its commercially reasonable endeavours at the time of negotiation

of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope).

- (d) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned to the Security Agent under the relevant Clause of this Deed (as applicable). If reasonably required by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, that Chargor will forthwith execute a valid fixed charge or legal assignment over the relevant assets on substantially the same terms as set out in this Deed.
- (e) Where an asset is excluded from the Security created by this Deed as a result of paragraph (b) above, that Security shall (to the extent it would not breach the provisions of paragraph (b) above) operate as an assignment or charge of all proceeds and/or receivables which that Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security.
- (f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Investments

Each Chargor charges by way of a second ranking (subject only to the applicable Prior Ranking Security Agreement) fixed charge:

- (a) all Shares owned by it or held by any nominee on its behalf;
- (b) (to the extent that they are not the subject of a second ranking (subject only to the applicable Prior Ranking Security Agreement) fixed charge under paragraph (a) above) its interest in all Investments owned by it or held by any nominee on its behalf; and
- (c) all Related Rights.

2.3 Intercompany Receivables

Without prejudice to the assignment and second ranking (subject only to the applicable Prior Ranking Security Agreement) fixed charge in Clause 2.5 (Other contracts), each Chargor charges by way of a second ranking (subject only to the applicable Prior Ranking Security Agreement) fixed charge all Intercompany Receivables and all rights and claims against third parties and against any security in respect of those Intercompany Receivables.

2.4 Restricted credit balances

Each Chargor charges by way of a second ranking (subject only to the applicable Prior Ranking Security Agreement) 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 and all its rights in relation to any Restricted Account in its name.

2.5 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
 - (i) any agreement to which it is a party (including the Intercompany Loan Agreements) specified under the Prior Ranking Security Agreements; and

- (ii) any other material agreement to which that Chargor is a party and which the Security Agent and the relevant Chargor have designated a relevant contract,

each a **Relevant Contract**.

- (b) If not effectively assigned under Clause 2.5(a) above, each Chargor charges by way of second ranking (subject only to the applicable Prior Ranking Security Agreement) fixed charge all Relevant Contracts.

2.6 Floating charge

- (a) Each Chargor charges by way of a second ranking (subject only to the applicable Prior Ranking Security Agreement) floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. SECURITY AND INCORPORATION

The provisions of paragraphs (b), (c) and (d) of clause 2.6 (Floating charge) and clauses 3 (Representations) to 17 (Release) (inclusive) (excluding clause 4 (Restrictions on Dealings)) of the Prior Ranking Security Agreements are deemed to be incorporated into this Deed, except that references to:

- (a) **Security Assets** shall be deemed to mean all the assets of each Chargor to the subject of any security created by this Deed; and
- (b) any action required to be taken by the Chargors on or following, or any representation required to be made by the Chargors on or by reference to, the date of the Prior Ranking Security Agreements shall be deemed to be required to be taken or to be made on, following or by reference to (as the case may be) the date of this Deed (save that any notices to counterparties or account banks, certificates, documents of title or evidence of ownership, in each case, in relation to the Security Assets (including any blank undated stock transfer forms) which have already been delivered under the Prior Ranking Security Agreements shall not be required to be delivered under the terms of this Deed), other than:
 - (i) any such notice, certificate, document of title or other evidence, which shall be delivered promptly following such time as the relevant Transaction Security created by the Prior Ranking Security Agreements ceases to have effect at a time when this Deed still has effect; and
 - (ii) each Chargor shall be required to send notices of the Security created by this Deed in substantially the same form as set out in Schedule 2 (Form of Letter for Account Bank) or Schedule 3 (Form of letter for Relevant Contracts) to this Deed, in accordance with clause 6.3 (Notices of charge) or clause 7.1 (Notices of assignment) of the Prior Ranking Security Agreements, as incorporated into this Deed, and for these purposes, references therein to “this Deed” shall be a reference to this Deed. Delivery of such notice shall satisfy all requirements under the Prior Ranking Security Agreements and this Deed in respect of the Restricted Accounts or Relevant Contracts.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security on any Security Asset except as expressly permitted or not otherwise prohibited by the Secured Debt Documents; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset except as expressly permitted or not otherwise prohibited by the Secured Debt Documents.

5. CONFIRMATION

Each Chargor confirms that:

- (a) any Transaction Security created by it under the Prior Ranking Security Agreements extends to the obligations of the Obligors under the Secured Debt Documents (including the Restated Facilities Agreement) subject to any limitations set out in the Prior Ranking Security Agreements (as applicable);
- (b) the obligations of the Obligors arising under the Restated Facilities Agreement are included in the Secured Obligations (as defined in and for the purposes of the Prior Ranking Security Agreements) subject to any limitations set out in the Prior Ranking Security Agreements (as applicable);
- (c) the Transaction Security created under the Prior Ranking Security Agreements continues in full force and effect on the terms of the Prior Ranking Security Agreements; and
- (d) the Prior Ranking Security Agreements remain in full force and effect.

6. COUNTERPARTS

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

7. MISCELLANEOUS

Clause 49 (*Contractual Recognition of Bail-in*) and clause 50 (*Acknowledgement Regarding any Supported QFC*) of the Restated Facilities Agreement shall be deemed incorporated into this Deed in full, *mutatis mutandis* save that references therein to “this Agreement” or the “Finance Documents” shall be deemed to be a reference to this Deed.

8. GOVERNING LAW

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

9. 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.

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	Jurisdiction of incorporation	Registered number
Hoseasons Limited	England & Wales	03806487
Awaze Vacation Rentals Ltd	England & Wales	00965389

SCHEDULE 2

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargors]

To: [Account Bank]

Copy: Deutsche Bank AG, London Branch as Security Agent

[Date]

Dear Sirs,

Security Agreement dated [] between, amongst others, Compass III Limited, Awaze Limited (formerly known as Compass IV Limited), Compass Bidco II Limited and Deutsche Bank AG, London Branch (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargors**) have charged (by way of a first fixed charge) in favour of Deutsche Bank AG, London Branch (the **Security Agent**) all our rights in respect of any amount standing to the credit of the accounts maintained by us with you (Account no. [] sort code []) (the **Restricted Accounts**) and the debt represented by it and all our rights generally in relation to the Restricted Accounts.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Restricted Accounts requested from you by the Security Agent;
- (b) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, comply with the terms of any written notice or instruction relating to the Restricted Accounts received by you from the Security Agent;
- (c) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, hold all sums standing to the credit of the Restricted Accounts to the order of the Security Agent; and
- (d) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, pay or release any sum standing to the credit of the Restricted Accounts in accordance with the written instructions of the Security Agent.

For the avoidance of doubt, you may continue to deal with the Chargors in relation to the Restricted Accounts until you receive written notice to the contrary from the Security Agent. Following notice from the Security Agent that the Security created under the Security Agreement has become enforceable, we shall not be permitted to withdraw any amount from the Restricted Accounts without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: Deutsche Bank AG, London Branch as Security Agent

[address]

Copy: [●]

[Date]

Dear Sirs,

Security Agreement dated [] between, amongst others, Compass III Limited, Awaze Limited (formerly known as Compass IV Limited), Compass Bidco II Limited and Deutsche Bank AG, London Branch (the Security Agreement)

We confirm receipt from [●], [●] and [●] (the **Chargors**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the **Chargors** to any amount standing to the credit of their accounts with us (Account no. [], sort code []) (the **Restricted Accounts**) and the debt represented by it and all rights of each **Chargor** generally in relation to the **Restricted Accounts**.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the **Restricted Accounts**; and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the **Restricted Accounts**.

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

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

SCHEDULE 3

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

[Date]

Dear Sirs,

Security Agreement dated [] between, amongst others, Compass III Limited, Awaze Limited (formerly known as Compass IV Limited), Compass Bidco II Limited and Deutsche Bank AG, London Branch (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Deutsche Bank AG, London Branch (the **Security Agent**) all our rights in respect of [insert details of Contract] [and any and all future receivables, claims, rights, title or monies whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by you to us]¹ (the **Contract**).

We confirm that:

- (d) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (e) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

[●]

¹ Only include in relation to intercompany receivables notifications.

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Deutsche Bank AG, London Branch as Security Agent

[address]

Copy: [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [●] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement dated [] of all the Chargor's rights in respect of [insert details of the Contract] [and any and all future receivables, claims, rights, title or monies whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by you to us]² (the **Contract**).

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

² Only include in relation to intercompany receivables notifications.

SIGNATORIES

Chargors

EXECUTED AS A DEED by
COMPASS III LIMITED
acting by Mary Ann Sigler

)
)
)

in the presence of:

Witness's signature:

Name:

Wade Alexander

Address:

EXECUTED AS A DEED by
AWAZE LIMITED
acting by Mary Ann Sigler

)
)
)

in the presence of:

Witness's signature:

Name:

Wade Alexander

Address:

EXECUTED AS A DEED by)
COMPASS BIDCO II LIMITED)
acting by Mary Ann Sigler)

in the presence of:

Witness's signature:

Name: Wade Alexander

Address:

EXECUTED AS A DEED by)
HOSEASONS LIMITED)
acting by)

_____ 

in the presence of:

Witness's signature: —



Name:

Karin Kjellberg

Address: —



EXECUTED AS A DEED by)
AWAZE VACATION RENTALS LIMITED)
acting by)



in the presence of:

Witness's signature:

— 

Name:

Karin Kjellberg

Address:

— 

Security Agent

For and on behalf of
DEUTSCHE BANK AG, LONDON BRANCH



By: Vikki Adams
Title: Vice President



By: Paul Gaines
Title: Assistant Vice President