



Registration of a Charge

Company name: **THUNDERBIRD BIDCO LIMITED**

Company number: **11010781**



X6Z708Y0

Received for Electronic Filing: **06/02/2018**

Details of Charge

Date of creation: **31/01/2018**

Charge code: **1101 0781 0002**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description:

Contains fixed 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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11010781

Charge code: 1101 0781 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2018 and created by THUNDERBIRD BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2018 .

Given at Companies House, Cardiff on 8th February 2018

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



Companies House



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

DATED 31 JANUARY 2018

Execution Version

(1) THUNDERBIRD BIDCO LIMITED

(2) LLOYDS BANK PLC
(as Security Agent)

SUPPLEMENTAL DEBENTURE

This Deed is subject to the terms of the Intercreditor Agreement


Pinsent Masons

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BETWEEN:-

- (1) **THUNDERBIRD BIDCO LIMITED**, a company incorporated in England and Wales with registered number 11010781 and whose registered office is at c/o Rubicon Partners, 8-12 York Gate, London NW1 4QG (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC**, a company incorporated in England and Wales with registered number 00002065 and whose registered office is at 25 Gresham Street, London, EC2V 7HN as security agent and trustee for itself and each of the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in, the Intercreditor Agreement (the "**Security Agent**").

IT IS AGREED as follows:-**1. INTERPRETATION****1.1 Definitions**

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

"**Debenture**" means a debenture dated 17 November 2017 made between (among others) the Parties

"**Further Assigned Contracts**" means any agreement specified in Schedule 1 (*Further Assigned Contracts*)

"**Parties**" means the parties to this Deed

1.2 Interpretation

The principles of interpretation set out in clause 1.3 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

1.3 Acknowledgement

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for Secured Parties who shall be entitled to the full benefit of this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Third party rights

The provisions of clause 1.7 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY**2.1 Assignment**

2.1.1 As a continuing security for payment and discharge of the Secured Obligations, the Chargor assigns absolutely in favour of the Security Agent, all its right, title and interest from time to time in the Further Assigned

Contracts and all Related Rights under or in connection with the Further Assigned Contracts.

- 2.1.2 Whilst no Enforcement Event is continuing, the Chargor may exercise all its rights in respect of the Further Specific Contracts including receiving and exercising all rights relating to proceeds of those Further Assigned Contracts.

2.2 Charges

As a continuing security for payment and discharge of the Secured Obligations, the Chargor by way of first fixed charge, to the extent not assigned or effectively assigned by Clause 2.1.1 (*Assignment*), the benefit of the Further Assigned Contracts and all Related Rights under or in connection with the Further Assigned Contracts.

3. DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

4. FURTHER ASSURANCE

4.1 Further assurance and delivery of documents

Clause 6.1 (*Further assurance*) of the Debenture applies to this Deed as if the references in that clause of the Debenture were references to this Deed.

5. NOTICE OF ASSIGNMENT

- 5.1 The Chargor must deliver notices of assignment in relation to each of the Further Assigned Contracts on the date of this Deed, by issuing a notice in the form set out in Schedule 10 (*Form of Notice of assignment of Assigned Contract*) to the Debenture addressed to the relevant counterparty.
- 5.2 The Chargor shall use all reasonable endeavours to procure that each notice of assignment is acknowledged by the party to whom it is addressed.
- 5.3 Each Chargor will deliver to the Security Agent:-
- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
 - (b) a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

6. EFFECT ON DEBENTURE

The Debenture shall continue in full force and effect as supplemented by this Deed.

7. **FURTHER PROVISIONS**

The provisions of clauses 5.1 (*Notices of assignment*), 24.4 (*Counterparts*), 25 (*Governing law*) and 26 (*Enforcement*) of the Debenture apply to this Deed as they apply to the Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

SCHEDULE 1

FURTHER SPECIFIC CONTRACTS

1. 2002 ISDA master agreement together with the schedule thereto and any transactions entered into pursuant thereto between the Chargor and Lloyds Bank plc (in its capacity as hedge counterparty) dated 18 January 2018
2. 2002 ISDA master agreement together with the schedule thereto and any transactions entered into pursuant thereto between the Chargor and Santander UK plc (in its capacity as hedge counterparty) dated 30 January 2018

THE CHARGOR

EXECUTED as a Deed
by THUNDERBIRD BIDCO LIMITED
acting by ~~JOSEPH BOUCHER~~, a Director,
in the presence of:-

)
)
)
)



Signature of witness:

Director



Name of witness:

PERIKLIS STYLIANDES

Address:

8-12 YORK GATE, LONDON, NW1 4QL

Occupation:

MANAGEMENT ACCOUNTANT

SECURITY AGENT

EXECUTED as a Deed by LLOYDS BANK
PLC by the signature of its duly authorised
attorney in the presence of:-

)
)
)
)

Signature of witness:

Authorised Signatory

Name of witness:

Address:

Occupation:

THE CHARGOR

EXECUTED as a Deed)
by THUNDERBIRD BIDCO LIMITED)
acting by , a Director,)
in the presence of:-)

Signature of witness: Director

Name of witness:

Address:

Occupation:

SECURITY AGENT

EXECUTED as a Deed by LLOYDS BANK)
PLC by the signature of its duly authorised)
attorney in the presence of:-)
)

Signature of witness:

Authorised Signatory

Name of witness: ROBERT JOHN ROGER

Address: 150 FOUNTAIN BRIDGE

Occupation: EDINBURGH

BANK MANAGER