



Registration of a Charge

Company name: **DLJ GROUP**

Company number: **02479336**



X63CXCVF

Received for Electronic Filing: **31/03/2017**

Details of Charge

Date of creation: **27/03/2017**

Charge code: **0247 9336 0002**

Persons entitled: **CREDIT SUISSE INTERNATIONAL**

Brief description: **N/A**

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: **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: 2479336

Charge code: 0247 9336 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2017 and created by DLJ GROUP was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2017 .

Given at Companies House, Cardiff on 3rd April 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 27 MARCH 2017

DLJ GROUP

and

CREDIT SUISSE INTERNATIONAL

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 27 March 2017 and is made **BETWEEN**:

- (1) **DLJ GROUP**, a private unlimited liability company incorporated in England under the laws of England and Wales with company number 02479336 and having its registered address at One Cabot Square, London E14 4QJ (the **Chargor**); and
- (2) **CREDIT SUISSE INTERNATIONAL**, a private unlimited liability company incorporated under the laws of England and Wales, with its registered office at One Cabot Square, London E14 4QJ, registered number 02500199 (the **Collateral Taker**).

BACKGROUND:

- (A) Pursuant to a novation and amendment agreement dated 24 August 2011 between the Chargor, Credit Suisse AG, London branch and the Collateral Taker, as amended and supplemented from time to time (the **Novation Agreement**), the Deposit of the Chargor held at Credit Suisse AG, London branch was transferred to the Collateral Taker and accordingly the Collateral Taker holds the Deposit on behalf of the Chargor in accordance with the terms set out in the Novation Agreement.
- (B) Pursuant to a security agreement (deposit) dated 19 December 2008 between the Collateral Taker (as successor to Credit Suisse AG, London branch pursuant to the Novation Agreement) and the Chargor as amended from time to time (the **Original Security Agreement**), the Chargor created security interests over the debt owed to it represented by the Deposit as security for, among other things, the present and future obligations and liabilities of each Obligor under the Loan Agreements.
- (C) The Loan Agreements have been amended from time to time and are further amended by amendment letters dated on or about the date of this Deed between the relevant Obligor and the Collateral Taker (the **Amendment Letters**).
- (D) The Chargor and the Collateral Taker consider that the security interests created by the Chargor under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (E) This Deed is supplemental to the Original Security Agreement.
- (F) 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:

DLJIG means DLJ International Group Limited.

DLJUKIH means DLJ UK Investment Holdings Limited.

Finance Documents means:

- (i) the Loan Agreements; and
- (ii) any other document designated as such by an Obligor and the Collateral Taker.

Loan Agreements means each of:

- (i) the agreement dated 29 January 2007 between DLJUKIH and Credit Suisse AG, London branch in respect of the USD 1,850,000,000 loan facility made available by Credit Suisse AG, London branch to DLJUKIH from time to time;
- (ii) the agreement dated 24 August 2007 between DLJUKIH and Credit Suisse AG, London branch in respect of the USD 302,000,000 loan facility made available by Credit Suisse AG, London branch to DLJUKIH from time to time; and
- (iii) the agreement dated 17 December 2008 between DLJIG and Credit Suisse AG, London branch in respect of the USD 525,162,078 loan facility made available by Credit Suisse AG, London branch to DLJIG from time to time,

each as novated by Credit Suisse AG, London branch to the Collateral Taker (as lender) pursuant to novation and amendment agreements dated 24 August 2011 between the relevant Obligor, Credit Suisse AG, London branch and the Collateral Taker, and each as otherwise amended, supplemented or extended from time to time (including, without limitation, by the relevant Amendment Letter).

Obligor means each of DLJUKIH and DLJIG.

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 the Collateral Taker under or in connection with each Finance Document including those obligations and liabilities as they are amended, and all costs and expenses incurred by the Collateral Taker in connection with the enforcement of, or preservation of, its rights against the Chargor.

- (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 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.
- (d) Any reference in this Deed to:
 - (i) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).

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 Contracts (Rights of Third Parties) Act 1999 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.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Collateral Taker;
 - (ii) is created over present and future assets of the 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) 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.
- (c) 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.

2.2 Charged Debt

The Chargor charges by way of a first fixed charge all of its rights in respect of the Charged Debt.

2.3 Right to set-off

The Collateral Taker may set the Charged Debt off against all or any part of the Secured Liabilities that are due for payment. This is in addition to any rights conferred by law.

2.4 Flawed Asset

Notwithstanding any term of the Deposit or the Novation Agreement, the Charged Debt shall not become repayable until the end of the Security Period and until that time the Chargor has no right to demand payment of any part of the Charged Debt.

3. INCORPORATION

The provisions of clauses 3 (Restrictions on Dealing) to 11 (Release) (inclusive) 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. MISCELLANEOUS

The Original Security Agreement will remain in full force and effect.

5. GOVERNING LAW AND JURISDICTION

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

The parties to this Deed agree that the courts of England have jurisdiction to settle any disputes in connection with this Deed and any non-contractual obligations arising out of or in relation to it and accordingly submit to the jurisdiction of the English courts.

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

SIGNATORIES

Chargor

SIGNED as a deed by **DLJ GROUP**
acting by:

)
)
) REDACTED
)
) Name:
) Title: Director
) REDACTED
)
)
) Name:
) Title: Director
)

Collateral Taker

SIGNED as a deed by **CREDIT SUISSE
INTERNATIONAL**
acting by its attorneys:

REDACTED

Paul Bunney - REDACTED

Name:

Title:

REDACTED

in the presence of:

Witness's Signature:

Name:

Address:

.....
MICHAEL HARRISON

.....
ONE CABOT SQUARE

.....
LONDON E14 4QJ

REDACTED

Name:

Title:

Benjamin Douglas

REDACTED

in the presence of:

Witness's Signature:

Name:

Address:

REDACTED

.....
PAUL COULSON

.....
1, CABOT SQUARE, LONDON

.....
E14 4QJ