



Registration of a Charge

Company Name: **TRAVELPORT FINANCE LIMITED**

Company Number: **07307716**



XA844IP5

Received for filing in Electronic Format on the: **05/07/2021**

Details of Charge

Date of creation: **30/06/2021**

Charge code: **0730 7716 0009**

Persons entitled: **WILMINGTON SAVINGS FUND SOCIETY, FSB AS COLLATERAL AGENT
FOR ITSELF AND THE OTHER SECURED PARTIES**

Brief description:

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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: **HAKAN USTABAS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7307716

Charge code: 0730 7716 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by TRAVELPORT FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2021 .

Given at Companies House, Cardiff on 7th July 2021

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 30 JUNE 2021

THE ENTITIES LISTED IN SCHEDULE 1 HERETO
AS CHARGORS

IN FAVOUR OF

WILMINGTON SAVINGS FUND SOCIETY, FSB
AS COLLATERAL AGENT

SUPPLEMENTAL DEBENTURE EXECUTED IN
CONNECTION WITH THE FIRST AMENDMENT
AND JOINDER AGREEMENT TO THE PRIORITY
LIEN CREDIT AGREEMENT DATED 25
SEPTEMBER 2020

SUPPLEMENTAL TO A PRIORITY LIEN
DEBENTURE DATED 25 SEPTEMBER 2020

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 30 June 2021

BY:

- (1) **TORO PRIVATE HOLDINGS II, LTD.**, a company incorporated in England and Wales with registered number 11718072 ("**Holdings**");
- (2) **TORO PRIVATE HOLDINGS III, LTD.**, a company incorporated in England and Wales with registered number 11718156 (the "**Parent**");
- (3) **THE ENTITIES LISTED IN SCHEDULE 1 (*The Chargors*)** (together with Holdings and the Parent, the "**Chargors**" and each a "**Chargor**");
- (4) **WILMINGTON SAVINGS FUND SOCIETY, FSB** as Collateral Agent for itself and the other Secured Parties (the "**Collateral Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"**Amended Credit Agreement**" means the Original Credit Agreement as amended by the Amendment Agreement.

"**Amended Secured Obligations**" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Credit Documents on and after the First Amendment Effective Date.

"**Amendment Agreement**" means the first amendment and joinder agreement to the Original Credit Agreement dated on or around the date of this Supplemental Debenture between, amongst others, the Borrower, the other Credit Parties, the 2021 New Term Lenders and the other Lenders party thereto.

"**Assigned Agreements**" means any agreement designated as an Assigned Agreement by the Parent and the Collateral Agent together with all Related Rights and any agreement specified as such in any Security Accession Deed.

"**Bank Accounts**" means each of the accounts opened or maintained by the Chargors with any bank, building society, financial institution or any person (including any renewal, re-designation, or replacement of such accounts) together with the debt or debts represented thereby.

"**Charged Property**" means all the assets and undertakings of the Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Supplemental Debenture and any Security Accession Deed.

"**Equipment**" means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels owned now or in the future together with

any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto.

"Excluded Stock and Stock Equivalents" has the meaning given to that term in the Amended Credit Agreement.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Specific Security*) of this Supplemental Debenture or pursuant to a Security Accession Deed.

"Hedging Agreement" means any hedging agreement entered into by any Chargor together with all Related Rights.

"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, any Chargor or in which any Chargor is otherwise interested, including but not limited to the policies of insurance, if any, as specified in any Security Accession Deed, but excluding any third party liability or public liability insurance and any directors and officers insurance.

"Intellectual Property" means any patents, trademarks, service marks, designs, business and trade names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist) whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist and the intellectual property specified in any Security Accession Deed.

"Intercompany Receivables" means any receivables owed to any Chargor by any other member of the Group or Holdings and any proceeds of such debts and claims and any receivables specified as such in any Security Accession Deed.

"Investment" means any stock, share, debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment owned now or in the future, (but excluding any Excluded Stock or Stock Equivalents), (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), in each case whether owned directly by or to the order of any Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary, nominee or clearance system) or as specified in any Security Accession Deed.

"Original Credit Agreement" means the priority lien credit agreement dated 25 September 2020 (as modified by a joinder agreement dated 16 November 2020) between, among others, Holdings, the Parent, the institutions from time to time party thereto as lenders and the Collateral Agent.

"Original Debenture" means the priority lien debenture dated 25 September 2020 between the Chargors and the Collateral Agent.

"Original Security" means the Security created by or pursuant to the Original Debenture.

"Other Debts" means all book debts, other debts, monetary claims and any other receivables (other than Trade Receivables and the Intercompany Receivables) owing to any Chargor and any proceeds of such debts and claims including for the avoidance of doubt, all book debts, other debts, monetary claims and other receivables specified in any such Security Accession Deed.

"Parties" means each of the parties to this Supplemental Debenture from time to time.

"Related Rights" means:

- (a) all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (b) in relation to any other Charged Property:
 - (i) the proceeds of sale, transfer or other disposition or rental of any part of that asset;
 - (ii) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
 - (iii) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and/or
 - (iv) any income, moneys and proceeds paid or payable in respect of that asset.

"Shares" means all shares owned by a Chargor now or in the future in any Credit Party or any other Restricted Subsidiary including but not limited to the shares, if any, specified in Schedule 2 (*Shares and Investments*), but excluding any Excluded Stock and Stock Equivalents and any shares listed as such in any Security Accession Deed.

"Trade Receivables" means all book and other debts arising in the ordinary course of trading and any proceeds of such debts or claims and any book and other debts listed as such in any Security Accession Deed.

1.2 Terms defined in other Credit Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Amendment Agreement or the Amended Credit Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to:

- (a) an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "**amend**", "**amending**" and "**amended**" shall be construed accordingly;
- (c) "**assets**" includes present and future properties, revenues and rights of every description;
- (d) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;
- (e) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;
- (f) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and
- (g) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.4 Other References

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
 - (i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent in accordance with the Credit Documents;
 - (ii) any Credit Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, supplemented, extended, restated or replaced (in each case, however fundamentally) including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Credit Document;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.

- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.5 **Conflicts**

Notwithstanding anything in this Supplemental Debenture to the contrary, the Security granted to the Collateral Agent under this Supplemental Debenture and the exercise of any rights and remedies of the Collateral Agent under this Supplemental Debenture are subject to the provisions of the applicable Intercreditor Agreement then in effect. In the event of any inconsistency or conflict between the terms of this Supplemental Debenture and the Credit Agreement or the Intercreditor Agreement, the terms of the Intercreditor Agreement or the Credit Agreement (as applicable) shall prevail, except, to the extent resulting in the invalidity or the unenforceability of the Security granted hereunder or the failure of such Security to be perfected under English law.

1.6 **Miscellaneous**

- (a) Nothing in this Supplemental Debenture shall (or be construed to) prohibit any transaction, matter or other step (or any Chargor taking or entering the same or dealing in any manner whatsoever in relation to any asset (including all rights, claims benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Supplemental Debenture) if not prohibited by the terms of the other Credit Documents (and accordingly to such extent, releases, confirmations or similar steps contemplated by the other Credit Documents always at the cost of the applicable Chargor shall be promptly effected).
- (b) The terms of the documents under which the Amended Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Amended Secured Obligations are incorporated in this Supplemental Debenture to the extent required for any purported disposition of the Charged Property contained in this Supplemental Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Supplemental Debenture and no rights or benefits expressly or impliedly conferred by this Supplemental Debenture shall be enforceable under that Act against the Parties by any other person.
- (d) The parties hereto intend that this document shall take effect as a deed notwithstanding that the Collateral Agent may only execute this document under hand.

1.7 **Separate Security**

Clauses 4 (*Supplemental Specific Security*) to 5 (*Supplemental Security Assignment*) shall be construed as creating a separate and distinct fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the charge or assignment imposed on any other asset whether within that same class of assets or not.

2. **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that, with effect from the First Amendment Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments to the Original Credit Agreement referred to in section 1 (*Amendments*) of the Amendment Agreement and the extension of an additional term loan by the 2021 New Term Lenders in an aggregate principal amount of \$150,000,000 referred to in section 2 (*Incremental Loans*) of the Amendment Agreement and (b) continue to secure the Amended Secured Obligations under the Credit Documents (including, but not limited to, under the Amended Credit Agreement).

3. **SUPPLEMENTAL SECURITY**

All the Security created by or pursuant to Clauses 4 (*Supplemental Specific Security*), 5 (*Supplemental Security Assignment*) and 6 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

4. **SUPPLEMENTAL SPECIFIC SECURITY**

Subject to Clause 7 (*Property Restricting Charging*), each Chargor, as continuing security for the payment and performance of the Amended Secured Obligations, charges in favour of the Collateral Agent for the benefit of the Secured Parties with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has a right, title or interest including all Related Rights by way of a first fixed charge:

- (a) all of its rights, title and interest in the Intellectual Property and all Related Rights;
- (b) all of its rights, title and interest in the Equipment and all Related Rights;
- (c) all the Investments, Shares and all corresponding Related Rights;
- (d) all Trade Receivables and all rights and claims against third parties and against any security in respect of those Trade Receivables and all Related Rights;
- (e) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts and all Related Rights;

- (f) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts and all Related Rights in relation to each of those assets;
- (g) all of its rights, title and interest in the Hedging Agreements and all Related Rights;
- (h) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets and all Related Rights in relation to each of those assets;
- (i) its goodwill and uncalled capital and all Related Rights in relation to each of those assets; and
- (j) if not effectively assigned by Clause 5 (*Supplemental Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies, the Intercompany Receivables, the Other Debts and the Assigned Agreements and all Related Rights.

5. SUPPLEMENTAL SECURITY ASSIGNMENT

Subject to Clause 7 (*Property Restricting Charging*), as further continuing security for the payment and performance of the Amended Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Collateral Agent for the benefit of the Secured Parties all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, Insurance Policies, Assigned Agreements and the Other Debts including all Related Rights in relation to those assets, subject in each case to reassignment by the Collateral Agent to the relevant Chargor of all such rights, title and interest upon payment in full of the Amended Secured Obligations and the termination of all Commitments on terms reasonably satisfactory to the Administrative Agent in accordance with this Supplemental Debenture and section 13.1 (*Amendments, Waivers, and Releases*) of the Amended Credit Agreement.

6. SUPPLEMENTAL FLOATING CHARGE

6.1 Floating charge

- (a) Subject to Clause 7 (*Property Restricting Charging*), as further continuing security for the payment and performance of the Amended Secured Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent for the benefit of the Secured Parties by way of first floating charge all its present and future assets, undertakings and rights.
- (b) The floating charge created pursuant to paragraph (a) of Clause 6.1 (*Floating Charge*) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Chargor under the Credit Documents in favour of the Collateral Agent as security for the Amended Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture.

7. PROPERTY RESTRICTING CHARGING

- (a) There shall be excluded from the Security created by this Clause 7, but in each case, only to the extent that such restriction is limited solely to the assets that are the express subject of such contract, lease, license or third-party arrangement and not to the other assets of the Chargors:
- (i) any asset that is subject to any contract, lease licence, instrument or other third party arrangement which has been entered into (with a person that is not a Credit Party or a wholly-owned Subsidiary of a Credit Party) permitted under the Credit Documents and binding on such asset, which prohibits any Chargor from creating Security on such asset (including any asset or undertaking which any Chargor is precluded from creating Security over without the prior consent of a third party (other than a Credit Party or a wholly-owned Subsidiary of a Credit Party)), supervisory board or works council (or equivalent)), in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable law;
 - (ii) any asset or undertaking, where granting or perfecting a security interest therein would have a material adverse effect on the ability of the relevant Chargor to conduct its operations and business in the ordinary course as otherwise not prohibited under the Credit Documents (including dealing with the relevant assets and all contractual counterparties or amending, waiving or terminating (or allowing to lapse) any rights, benefits or obligations); and
 - (iii) any asset or undertaking which, if subject to any Security, would result in the termination of any contract, lease, licence, instrument or other third party arrangement (with a person that is not a Credit Party or a wholly-owned Subsidiary of a Credit Party) permitted under the Credit Documentation and binding on such asset or the right to amend any rights, benefits and/or obligations of any Chargor thereunder or require any Chargor to take any action which would be materially adverse to the interests of the relevant Chargor thereunder, in each case, and after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable law,

in each case the relevant Chargor undertakes to use reasonable endeavours to overcome such obstacle or to obtain the relevant consent or waiver or to remove such prohibition or condition which affects the charging of such asset or undertaking as specified in paragraphs a), (b) and (c) above, as soon as reasonably practicable after the date of this Supplemental Debenture (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Supplemental Debenture), provided that no such endeavour, act or omission, shall be required if the Parent reasonably determines that such endeavour, act or omission, would involve placing any material commercial relationship with the relevant third party in jeopardy.

- (b) 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 to the Collateral Agent under Clause 4 (*Supplemental Specific Security*) or shall be assigned to the Collateral Agent under Clause 5 (*Supplemental Security Assignment*) (as applicable) and shall continue to be charged to the Collateral Agent under Clause 6 (*Supplemental Floating Charge*).

8. MISCELLANEOUS

8.1 Incorporation of provisions from Original Debenture

The provisions of clauses 2 (*Covenant to pay*), 3.4 (*Conversion of Floating Charge*), 4 (*Negative Pledge*), 5 (*Protection of Security*) (provided that no Chargor shall be required to deposit any title documents, serve any notices or obtain any acknowledgements to the extent it has already done so on around the date of the Original Debenture), 6 (*Undertakings*), 7 (*Collateral Agent's Power to Remedy*), 8 (*Continuing Security*), 9 (*Enforcement of Security*), 10 (*Receivers or Administrator*), 11 (*Application of Proceeds*), 12 (*Protection of Collateral Agent and Receiver*), 14 (*Protection for Third Parties*), 15 (*Costs and Expenses*), 16 (*Further Assurance*), 17 (*Reinstatement and Release*), 18 (*Set-Off*), 19 (*Ruling Off*), 20 (*Redemption of Prior Charges*), 21 (*Changes to Parties*), 22 (*Notices*), 23.1 (*Certificates Conclusively*), 23.3 (*Invalidity of any Provision*) and Schedules 3 (*Forms of Notices*) and 4 (*Form of Security Accession Deed*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (a) the "**Credit Agreement**" are references to the "**Amended Credit Agreement**";
- (b) the "**Secured Obligations**" are references to the "**Amended Secured Obligations**";
- (c) "**Charged Property**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Collateral Agent pursuant to this Supplemental Debenture; and
- (d) "**this Debenture**" are references to this Supplemental Debenture.

8.2 Original Debenture

Except insofar as supplemented by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

8.3 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

9. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Collateral Agent and on any Receiver by this Supplemental Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture.

10. POWER OF ATTORNEY

10.1 Appointment and powers

- (a) Subject to paragraph (b) below, each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it is required to execute and do under the terms of this Supplemental Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Supplemental Debenture or otherwise for any of the purposes of this Supplemental, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- (b) The power of attorney referred to in paragraph (a) above may only be exercised following the occurrence of a Declared Default.

11. MISCELLANEOUS

11.1 Counterparts

This Supplemental Debenture 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 Supplemental Debenture.

11.2 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other Parties who do execute this Supplemental Debenture. Such Non-Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

12. GOVERNING LAW AND JURISDICTION

- (a) This Supplemental Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Debenture) (a "**Dispute**"). 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Supplemental Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

THIS SUPPLEMENTAL DEBENTURE has been signed by the Collateral Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Debenture.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Registered Number	Registered Address
Toro Private Holdings II, Ltd.	11718072	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG
Toro Private Holdings III, Ltd.	11718156	Axis One, Axis Park, 10 Hurricane Way, Langley, Berkshire, England, SL3 8AG
Toro Private Opco, Ltd.	11883371	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG
Travelport Group Investments Limited	09517666	Axis One, Axis Park, 10 Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG
Travelport Global Limited	09060030	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG
Travelport Travel Commerce Platform Limited	09069455	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG
Travelport Operations Limited	09062037	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG
Travelport Holdings (UK) Limited	08313447	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG
Travelport Services Limited	02530231	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG

Travelport Finance Limited	07307716	Axis One Axis Park, 10 Hurricane Way, Langley, SL3 8AG
Travelport Payment Solutions Limited	10021465	Axis One, Axis Park, 10 Hurricane Way, Slough, Berkshire, United Kingdom, SL3 8AG
Travelport International Management Limited	09911787	Axis One Axis Park, 10 Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG
Travelport International Operations Limited	09726717	Axis One, Axis Park, 10 Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG
Travelport Corporate Finance Ltd	11206537	Axis One Axis Park, 10 Hurricane Way, Slough, United Kingdom, SL3 8AG
The Galileo Company	02143570	Axis One, Axis Park, 10 Hurricane Way, Langley, Berkshire, SL3 8AG

SCHEDULE 2 SHARES AND INVESTMENT

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Toro Private Holdings II, Ltd.	Toro Private Holdings III, Ltd.	1 ordinary share of £1 and 1 ordinary share of \$1
Toro Private OpCo, Ltd.	Travelport Holdings (UK) Limited	16,623,947 ordinary shares of \$1
Toro Private OpCo, Ltd.	Travelport Group Investments Limited	5,731,539 ordinary shares of \$1
Toro Private OpCo, Ltd.	Travelport Corporate Finance Ltd	510,001 ordinary shares of \$1 and 100,000 ordinary shares of £1
Toro Private OpCo, Ltd.	Travelport (UK) Services Limited	77 ordinary shares of £1
Travelport Operations Limited	Travelport International Management Limited	18,000,000 ordinary B shares of \$0.00001 1 Z share of \$1
Travelport Group Investments Limited	Travelport Travel Commerce Platform Limited	208,922,578 ordinary shares of \$1 143,595,996 preference shares of \$1
Travelport Group Investments Limited	Travelport Global Limited	227,220,526 ordinary shares of \$1
Travelport Group Investments Limited	Travelport Finance Limited	4,390,001 ordinary shares of £1 2,155, 117 ordinary shares of \$1
Travelport Group Investments Limited	Travelport Payment Solutions Limited	2 ordinary shares of £1
Travelport International Management Limited	Travelport International Operations Limited	1,010,101 ordinary shares of \$1

Travelport Global Limited	Travelport International Limited	440,000 ordinary shares of £1
Travelport Global Limited	Travelport Operations Limited	3,001,000 ordinary shares of \$1
The Galileo Company	Galileo Portugal Limited	2 ordinary shares of £1.00

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
Travelport Travel Commerce Platform Limited	Travelport Global Limited	Intercompany loan note for \$427,389,917 dated 30 September 2014 and due 30 September 2022
Travelport Travel Commerce Platform Limited	Travelport Inc.	Intercompany loan note for \$689,545,598 dated 16 April 2018 and due 30 September 2021
Travelport Travel Commerce Platform Limited	Travelport Global Limited	Intercompany loan note for \$1,196,513,596 dated 13 August 2014 and due 30 September 2022
Travelport Travel Commerce Platform Limited	Travelport Global Limited	Intercompany loan note for \$911,511,026.80 dated 2 September 2014 and due 2 September 2021
Travelport Travel Commerce Platform Limited	Travelport Inc.	Intercompany loan note for \$200,000,000 dated 30 December 2014 and due 30 September 2021

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

THE CHARGORS

EXECUTED as a **DEED** by

TORO PRIVATE HOLDINGS II, LTD.

Acting by: Peter Berger

Signature:



Title: Director

Acting by: Frank Baker

Signature:



Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022


Attention: Peter E. Berger


Copy to: Margaret Cassidy

300 Galleria Parkway, SE, Atlanta, GA 30339 USA

peg.cassidy@travelport.com

EXECUTED as a **DEED** by
TORO PRIVATE HOLDINGS III, LTD.

Acting by: Peter Berger
Signature: 
Title: Director

Acting by: Frank Baker
Signature: 
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a DEED by
THE GALILEO COMPANY

Acting by: Marc Smith
Signature: _____
Title: Director

Acting by: Christopher Bingham
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by
TORO PRIVATE OPCO, LTD.

Acting by: Nicholas Bray
Signature: _____
Title: Director

Acting by: Marc Smith
Signature: _____
Title: Director

Notice Details


Address: 601 Lexington Avenue, 59th Floor New York, New York 10022


Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT CORPORATE FINANCE LTD

Acting by: Marc Smith 
Signature: _____
Title: Director

Acting by: Christopher Bingham 
Signature: _____
Title: Director

Notice Details

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Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT FINANCE LIMITED

Acting by: Christopher Bingham

Signature:

Title:

Director

Acting by: Marc Smith

Signature:

Title:

Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a DEED by
TRAVELPORT GLOBAL LIMITED

Acting by: Nicholas Bray
Signature: _____
Title: Director

Acting by: Marc Smith
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT GROUP INVESTMENTS LIMITED

Acting by: Nicholas Bray

Signature:



Title:

Director

Acting by: John Elieson

Signature:

Title:

Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT GROUP INVESTMENTS LIMITED

Acting by: Nicholas Bray

Signature: _____

Title: Director

Acting by: ~~John P. Cassidy~~

Signature:  _____

Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger


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EXECUTED as a **DEED** by

TRAVELPORT HOLDINGS (UK) LIMITED

Acting by: Nicholas Bray 
Signature: _____
Title: Director

Acting by: Marc Smith 
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT INTERNATIONAL MANAGEMENT LIMITED

Acting by: Marc Smith

Signature:

Title: Director

Acting by: Christopher Bingham

Signature:

Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger


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EXECUTED as a **DEED** by

TRAVELPORT INTERNATIONAL OPERATIONS LIMITED

Acting by: Nicholas Bray 
Signature: _____
Title: Director

Acting by: Marc Smith 
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger


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EXECUTED as a **DEED** by

TRAVELPORT OPERATIONS LIMITED

Acting by: Nicholas Bray 
Signature: _____
Title: Director

Acting by: Marc Smith 
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT PAYMENT SOLUTIONS LIMITED

Acting by: Marc Smith

Signature:

Title:

Director

Acting by: Christopher Bingham

Signature:

Title:

Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022


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EXECUTED as a DEED by
TRAVELPORT SERVICES LIMITED

Acting by: Marc Smith 
Signature: _____
Title: Director

Acting by: Alistair Rodger 
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

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EXECUTED as a **DEED** by

TRAVELPORT TRAVEL COMMERCE PLATFORM LIMITED

Acting by: Nicholas Bray
Signature: _____
Title: Director

Acting by: Marc Smith
Signature: _____
Title: Director

Notice Details

Address: 601 Lexington Avenue, 59th Floor New York, New York 10022

Attention: Peter E. Berger

Copy to: Margaret Cassidy

300 Galleria Parkway, SE, Atlanta, GA 30339 USA


peg.cassidy@travelport.com

THE COLLATERAL AGENT

EXECUTED by

WILMINGTON SAVINGS FUND SOCIETY, FSB

Acting by: _____ Geoffrey J. Lewis, Vice President _____

Authorised Signatory
signature: _____  _____

Notice Details

Address: 500 Delaware Ave., Wilmington,
DE 19801, USA

Attention: TCM - Travelport

Email: glewis@wsfsbank.com

With a copy to (which shall not constitute notice):

Address: Seward & Kissel LLP

One Battery Park Plaza, New York,
New York 10004, USA

Attention: John Ashmead

Email: ashmead@sewkis.com