



Registration of a Charge

Company name: **Lightsource Kingpin 3 Limited**

Company number: **09753381**



X4LTMOT4

Received for Electronic Filing: **08/12/2015**

Details of Charge

Date of creation: **02/12/2015**

Charge code: **0975 3381 0005**

Persons entitled: **PRUDENTIAL TRUSTEE COMPANY LIMITED**

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: **ABRAHAM KNIGHT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9753381

Charge code: 0975 3381 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2015 and created by Lightsource Kingpin 3 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2015 .

Given at Companies House, Cardiff on 9th December 2015

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

DATED 2 DECEMBER 2015

LIGHTSOURCE KINGPIN 3 LIMITED
AS CHARGOR

IN FAVOUR OF

PRUDENTIAL TRUSTEE COMPANY LIMITED
AS SENIOR SUBORDINATED SECURITY TRUSTEE

SUPPLEMENTAL DEBENTURE

SUPPLEMENTAL TO A HOLDCO 2 DEBENTURE
DATED 4 NOVEMBER 2015

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 2 December 2015

BY:

- (1) **LIGHTSOURCE KINGPIN 3 LIMITED** registered in England and Wales with company number 09753381 (the "**Chargor**") in favour of
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED** as trustee for each of the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in, the Mezz/HoldCo 2 Intercreditor Agreement and the Intercreditor Agreement (the "**Senior Subordinated Security Trustee**").

RECITALS:

- (A) Pursuant to the Common Terms Agreement (as defined below) the Chargor created security over certain of its assets in favour of the Senior Subordinated Security Trustee as continuing security for the payment and discharge of all the Secured Obligations (as defined in the HoldCo 2 Debenture).
- (B) The Chargor wishes to confirm the existing security created pursuant to the HoldCo 2 Debenture and grant security over the Junior Distribution Account in respect of its obligations to the Noteholders.
- (C) This Supplemental Debenture is supplemental to the HoldCo 2 Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended Secured Obligations" means the Secured Obligations as defined in the HoldCo 2 Debenture as supplemented by this Supplemental Debenture.

"HoldCo 2 Debenture" means the debenture dated 4 November 2015 between the Chargor and the Senior Subordinated Security Trustee.

"Junior Distribution Account" means the account held in the name of the Chargor with the Account Bank with the following account details:

Account		Bank	Account Name	Account Number	Sort Code
Junior Distribution Account		Barclays Bank Plc	Junior Distribution Account		

"Original Security" means the Security created by or pursuant to the HoldCo 2 Debenture.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the HoldCo 2 Debenture has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

The rules of interpretation contained in clause 1.1 (*Interpretation*) of the Mezz/HoldCo 2 Intercreditor Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;

1.4 Incorporation of provisions from Common Terms Agreement

Clauses 8.1 (*Currency indemnity*), 28.1 (*Accounts*) and 28.2 (*Certificates and determinations*) of the Common Terms Agreement are deemed to form part of this Supplemental Debenture as if expressly incorporated into it and as if all references in those clauses to:

- (a) Creditors were references to the Senior Subordinated Security Trustee and, in the case of clause 8.1 (*Currency indemnity*) of the Common Terms Agreement only, each other Secured Party;
- (b) the Senior Notes Issuer were references to the Chargor; and
- (c) Finance Documents were references to this Supplemental Debenture.

1.5 Third party rights

A person who is not a party to this Supplemental Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Debenture.

1.6 Present and future assets

- (a) A reference in this Supplemental Debenture to any, Charged Asset or other asset includes, unless the contrary intention appears, present and future, Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.7 Senior Subordinated Security Trustee assumes no obligation

- (a) The Senior Subordinated Security Trustee shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Debenture and the Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

- (b) Any reference to an action of the Senior Subordinated Security Trustee in this Supplemental Debenture shall be construed as a reference to the Senior Subordinated Security Trustee acting on the instructions of the Intercreditor Agent or the Mezzanine Agent (as the case may be) in accordance with the provisions of, and with the benefit of the protections set out in, the Mezz/HoldCo 2 Intercreditor Agreement and the Intercreditor Agreement and, without limitation, any reference to an authorisation, approval or consent of or a determination or an instruction by the Senior Subordinated Security Trustee shall be construed as a reference to an authorisation, approval or consent of or a determination or an instruction by the Senior Subordinated Security Trustee acting on the instructions of the Intercreditor Agent or the Mezzanine Agent (as the case may be) in accordance with the provisions of the Mezz/HoldCo 2 Intercreditor Agreement and the Intercreditor Agreement.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Finance Documents.

3. NEW CHARGED ASSETS

The Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to Junior Distribution Account and all Related Rights in favour of the Senior Subordinated Security Trustee (on behalf of the Secured Parties).

4. MISCELLANEOUS

4.1 HoldCo 2 Debenture

Except insofar as supplemented by this Supplemental Debenture, the HoldCo 2 Debenture shall remain in full force and effect.

4.2 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the HoldCo 2 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.

5. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Senior Subordinated Security Trustee 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.

6. POWER OF ATTORNEY

6.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Senior Subordinated Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on the Chargor by this Supplemental Debenture or any other agreement binding on the Chargor to which the Senior Subordinated Security Trustee is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Senior Subordinated Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

7. 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.

8. GOVERNING LAW

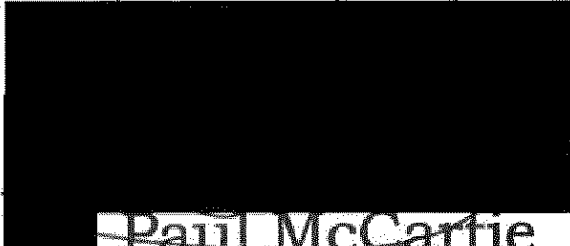
This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL DEBENTURE has been signed by the Senior Subordinated Security Trustee and executed as a deed by the Chargor and is delivered by it on the date stated at the beginning of this Supplemental Debenture.

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

The Chargor

EXECUTED as a DEED
by LIGHTSOURCE KINGPIN 3 LIMITED



Signature of director

Paul McCartie
Director

Name of Director

in the presence of:



Signature of witness

A PONTICORVO

Name of witness

LEVEL 7
33 HOLBORN
LONDON
EC1N 2HU

Address of witness

The Senior Subordinated Security Trustee

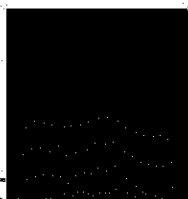
SIGNED for and on behalf of
PRUDENTIAL TRUSTEE COMPANY LIMITED

By:

Name:

Title:

Executed as a deed by affixing the
common seal of Prudential Trustee
Company Limited in the presence of



Sealing Officer

AA Petrou

