



**Registration of a Charge**

Company name: **IPGL LIMITED**  
Company number: **02011009**



X94TLKPC

Received for Electronic Filing: **11/05/2020**

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**Details of Charge**

Date of creation: **07/05/2020**  
Charge code: **0201 1009 0023**  
Persons entitled: **CREDIT SUISSE AG ACTING IN ITS CAPACITY AS SECURITY AGENT FOR ITSELF AND AS A DIRECT REPRESENTATIVE (DIREKTER STELLVERTRETER) IN THE NAME AND FOR THE ACCOUNT OF THE OTHER SECURED PARTIES (AS DEFINED IN THE SECURITY AGREEMENT DATED 14/06/2019)**  
Brief description: **N/A**  
**Contains fixed charge(s).**  
**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 2011009

Charge code: 0201 1009 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th May 2020 and created by IPGL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2020 .

Given at Companies House, Cardiff on 12th May 2020

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

## Amendment and Confirmation Letter

between

**IPGL LIMITED**  
3rd Floor  
39 Sloane Street  
Knightsbridge  
London  
United Kingdom  
(the "**Grantor**")

and

**Credit Suisse AG**  
Paradeplatz, 8  
CH 8001 Zurich

acting in its capacity as security agent for itself and as direct representative (*direkter Stellvertreter*)  
in the name and for the account of the other Secured Parties (as defined in the Security Agreement)

(the "**Security Agent**")

and

**Credit Suisse AG**  
Paradeplatz, 8  
CH 8001 Zurich

acting in its capacity as Custodian (as defined in the Security Agreement)

(the "**Custodian**")

(the Grantor, the Security Agent and the Custodian hereinafter jointly referred to as the "**Parties**")

**WHEREAS** the Grantor (as borrower) and Credit Suisse AG (as arranger, original lender, facility agent and security agent) have entered into a revolving credit facility agreement dated 14 June 2019 (the "**Original Facility Agreement**").

**WHEREAS** the parties to the Original Facility Agreement wish to amend and restate the Original Facility Agreement by entering into a supplemental agreement ("**Supplemental Agreement**") dated on or around the date of this Amendment and Confirmation Letter (the "**Letter**") for the purposes of, among others, increasing the Total Commitments (as defined in the Amended and Restated Facility Agreement) to GBP 250,000,000 (the Original Facility Agreement, as amended by the Supplemental Agreement, the "**Amended and Restated Facility Agreement**").

**WHEREAS** the Parties have entered into a security and account control agreement dated 14 June 2019 (the "**Security Agreement**") under which the Grantor granted to the Security Agent a Security Interest over the Collateral to secure the Secured Obligations of the Secured Parties, which for avoidance of doubt, include any and all additional Shares and Related Rights, and any and all additional cash that will be added to and held in the Accounts of the Grantor (listed in Annex 1 of the Security Agreement as amended by this Letter) held with the Custodian (all terms as defined in the Security Agreement).

**WHEREAS** this Letter is entered into (i) as confirmation that the existing Security Interest created by the Security Agreement continues in full force and effect and extends, following the Effective Date (as defined in the Supplemental Agreement) to any obligation owed by any Obligor to any Secured Party under the Amended and Restated Facility Agreement and that the Security Agreement shall continue to constitute the legal, valid and binding obligation of the Grantor, (ii) to amend the whereas clause (a) in the Security Agreement and (iii) to amend Annex 1 to the Security Agreement.

**WHEREAS** capitalized terms and expressions used herein shall have the meaning ascribed to them in the Security Agreement, if not defined otherwise in this Letter.

In view of the above, the Parties hereby agree and confirm as follows:

- 1) The Grantor agrees and confirms that its obligations under the Security Agreement shall continue in full force and effect and serve as security for the Secured Obligations, including but not limited to any and all present and future obligations at any time due, owing or incurred by an Obligor (as defined in the Amended and Restated Facility Agreement) to any Secured Party under the Facility Agreement as amended and restated by the Supplemental Agreement, shall extend to any existing Secured Obligations as of the Effective Date (as defined in the Supplemental Agreement) and any additional Secured Obligations incurred in connection with the Amended and Restated Facility Agreement and that the Security Agreement shall continue to constitute the continuing legal, valid and binding obligation of the Grantor.
- 2) The Parties hereby agree to the following amendment (underlined) to the "whereas clause (a)" of the Security Agreement (as per the Effective Date defined in the Supplemental Agreement and without any further action or notice by either of the Parties):

*"This Agreement is entered into in connection with the revolving credit facility agreement (the "**Facility Agreement**") between the Grantor as borrower and Credit Suisse AG as Arranger, Original Lender, Facility Agent and Security Agent dated 14 June 2019, as amended and restated by a supplemental agreement dated 7 May 2020 and as amended and/or supplemented from time to time thereafter (each party as defined in the Facility Agreement)."*

- 3) The Parties hereby agree to the following amendment (underlined) to Annex 1 of to the Security Agreement (as per the Effective Date defined in the Supplemental Agreement and without any further action or notice by either of the Parties):

**"ANNEX 1**

**DETAILS OF THE ACCOUNTS OF THE GRANTOR**

**CASH COLLATERAL ACCOUNTS**

Means (i) the sterling (GBP) cash account with the account number [REDACTED] 42-62; (ii) the US dollars (USD) cash account with the account number [REDACTED] 2-62-2; (iii) the euro (EUR) cash account with the account number [REDACTED] 2-62-1; and (d) the Swiss franc (CHF) cash account with the account number [REDACTED] 42-61, in each case in the name of the Grantor.

**SECURITIES COLLATERAL ACCOUNT**

Means account number [REDACTED] 42-65 in the name of the Grantor, including, for the avoidance of doubt, the sub-account number [REDACTED] 2-65-1 and any other current or future sub-account(s) other than the sub-account number [REDACTED] 2-65-2"

The Security Agent and the Grantor hereby designate this Letter as a "Finance Document" for the purpose of the Amended and Restated Facility Agreement.

This Letter is governed by and shall be construed in accordance with the laws of Switzerland (excluding any conflict of law rules).

For any and all disputes arising out of or in connection with this Letter, including disputes on its conclusion, binding effect, amendment and termination, the courts of the city of Zurich, Switzerland, shall have exclusive jurisdiction.

*[signature page follows]*

[signature page to the Amendment and Confirmation Letter relating to the Security Agreement]

Place, date London, 7 May 2020

**IPGL Limited**



Name: David Gubal  
Position: Director

\_\_\_\_\_  
Name:  
Position:

Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as security agent for itself and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Secured Parties (as defined in the Security Agreement)

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as Custodian (as defined in the Security Agreement)

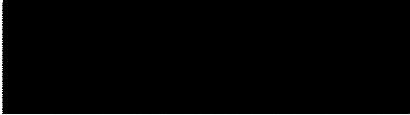
\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

[signature page to the Amendment and Confirmation Letter relating to the Security Agreement]

Place, date London, 7 May 2020

**IPGL Limited**



Name: BAM WNEW  
Position: CEO

Name:  
Position:

Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as security agent for itself and as direct representative (*direkter Stellvertreter*)  
in the name and for the account of the other Secured Parties (as defined in the Security Agreement)

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name:

Position:

Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as Custodian (as defined in the Security Agreement)

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name:

Position:



[signature page to the Amendment and Confirmation Letter relating to the Security Agreement]

Place, date \_\_\_\_\_

**IPGL Limited**

\_\_\_\_\_  
Name:

Position:


\_\_\_\_\_  
Name:

Position:

Zurich, 7 May 2020  
Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as security agent for itself and as direct representative (*direkter Stellvertreter*)  
in the name and for the account of the other Secured Parties (as defined in the Security Agreement)


\_\_\_\_\_  
Name:   
Position: Guillaume Darier  
Assistant Vice President

\_\_\_\_\_  
Name: KAI RUDOLPH  
Position: Director

Zurich, 7 May 2020  
Place, date \_\_\_\_\_

**Credit Suisse AG**

acting in its capacity as Custodian (as defined in the Security Agreement)

\_\_\_\_\_  
Name:   
Position: Guillaume Darier  
Assistant Vice President

\_\_\_\_\_  
Name: KAI RUDOLPH  
Position: Director