



Registration of a Charge

Company name: **HG Pooled Management Limited**

Company number: **02055886**



X6G9EWQ1

Received for Electronic Filing: **03/10/2017**

Details of Charge

Date of creation: **26/09/2017**

Charge code: **0205 5886 0012**

Persons entitled: **WELLS FARGO BANK, NATIONAL ASSOCIATION., LONDON BRANCH**

Brief description: **N/A - ASSIGNMENT OVER CONTRACTUAL RIGHTS. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2055886

Charge code: 0205 5886 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2017 and created by HG Pooled Management Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2017 .

Given at Companies House, Cardiff on 5th October 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

EXECUTION VERSION

HGCAPITAL MERCURY 2 A L.P.
HGCAPITAL MERCURY 2 B L.P.
HGCAPITAL MERCURY 2 C L.P.
HGCAPITAL MERCURY 2 D L.P.
HGCAPITAL MERCURY 2 EXECUTIVE CO-INVEST L.P.
HGCAPITAL MERCURY 2 GENERAL PARTNER L.P. INC
HGCAPITAL MERCURY 2 GENERAL PARTNER (GUERNSEY) LIMITED
AND
HG POOLED MANAGEMENT LIMITED

IN FAVOUR OF

WELLS FARGO BANK, NATIONAL ASSOCIATION., LONDON BRANCH
AS THE SECURITY AGENT

SECURITY ASSIGNMENT
OF CONTRACTUAL RIGHTS

CONTENTS

Clause	Page
1. Definitions and Interpretation	2
2. Covenant to Pay.....	5
3. Assignment.....	5
4. Notices of Assignment	7
5. Further Advances	7
6. Assignors' representations and Undertakings.....	8
7. Further Assurance.....	10
8. Power of Attorney	10
9. Security Enforcement	11
10. Receivers	13
11. Effectiveness of Collateral	15
12. Interest on Demands and Payments Free of Deduction	18
13. Application of Proceeds	19
14. Other Security Interests	19
15. Suspense Accounts	20
16. Currency Conversion.....	20
17. Assignment.....	20
18. Notices.....	21
19. Waivers and Counterparts	21
20. Governing Law.....	21
21. Enforcement	21
The Schedule Form of Notice of Assignment.....	23

THIS AGREEMENT is made by way of deed on 26 September 2017

BETWEEN:

- (1) **HGCAPITAL MERCURY 2 A L.P.** a limited partnership registered in England and Wales with limited partnership number LP17545, acting through its manager, the Original Manager ("**HGM2A**");
- (2) **HGCAPITAL MERCURY 2 B L.P.** a limited partnership registered in England and Wales with limited partnership number LP17546, acting through its manager, Original Manager ("**HGM2B**");
- (3) **HGCAPITAL MERCURY 2 C L.P.** a limited partnership registered in England and Wales with limited partnership number LP17547, acting through its manager, the Original Manager ("**HGM2C**");
- (4) **HGCAPITAL MERCURY 2 D L.P.** a limited partnership registered in England and Wales with limited partnership number LP17548, acting through its manager, the Original Manager ("**HGM2D**");
- (5) **HGCAPITAL MERCURY 2 EXECUTIVE CO-INVEST L.P.** a limited partnership registered in England and Wales with limited partnership number LP15323, acting through its manager, the Original Manager ("**HGM2 Co-Invest**");
- (6) **HGCAPITAL MERCURY 2 GENERAL PARTNER L.P. INC.**, a limited partnership registered in Guernsey with registration number 2660 whose principal place of business is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPLP**") acting by its general partner, GPCo;
- (7) **HGCAPITAL MERCURY 2 GENERAL PARTNER (GUERNSEY) LIMITED** a non-cellular company limited by shares registered in Guernsey (company number: 62388), whose registered office is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPCo**").
- (8) **HG POOLED MANAGEMENT LIMITED**, a company incorporated in England and Wales with company number 2055886 (the "**Original Manager**");

each of HGM2A, HGM2B, HGM2C, HGM2D, HGM2 Co-Invest, GPLP, GPCo and the Original Manager being an "**Assignor**" and together the "**Assignors**"; and
- (9) **WELLS FARGO BANK, NATIONAL ASSOCIATION., LONDON BRANCH** as trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as trustee, or as an additional trustee, for the purposes of the Facility Agreement).

RECITALS:

- (A) Further to a Facility Agreement (as defined below) the Original Lender has agreed to make a facility (the "**Facility**") available to the Borrowers.

- (B) It is a condition precedent to the Facility being made available that the Assignors enter into this Agreement.
- (C) It is intended by the parties to this Agreement that this document will take effect as a deed despite the fact that a party may only execute this Agreement under hand.
- (D) The Security Agent is acting under and holds the benefit of the rights conferred upon it in this Agreement on trust for the Secured Parties.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Assigned Rights" means the rights and property expressed to be assigned in Clause 3 (*Assignment*).

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by this Agreement or by law.

"Drawdown Notice" shall have the meaning given to it in the Partnership Agreements.

"Event of Default" has the meaning given to it in the Facility Agreement.

"Facility Agreement" means the multicurrency revolving facility agreement entered into on or about the date of this Agreement and made between, amongst others, HGM2A, HGM2B, HGM2C, HGM2D, HGM2 Co-Invest, GPLP, GPCo, the Original Manager and Wells Fargo Bank, National Association., London Branch as original lender and Security Agent.

"HGM2A Partnership Agreement" means the limited partnership agreement constituting HGM2A dated 15 February 2017 (as amended from time to time in accordance with its terms).

"HGM2B Partnership Agreement" means the limited partnership agreement constituting HGM2B dated 15 February 2017 (as amended from time to time in accordance with its terms).

"HGM2C Partnership Agreement" means the limited partnership agreement constituting HGM2C dated 15 February 2017 (as amended from time to time in accordance with its terms).

"HGM2D Partnership Agreement" means the limited partnership agreement constituting HGM2D dated 15 February 2017 (as amended from time to time in accordance with its terms).

"HGM2 Co-Invest Partnership Agreement" means the limited partnership agreement constituting HGM2 Co-Invest dated 5 April 2017 (as amended from time to time in accordance with its terms).

"Notice of Assignment" means a notice of assignment substantially in the form of the Schedule.

"Partnership Agreements" means the:

- (a) HGM2A Partnership Agreement;
- (b) HGM2B Partnership Agreement;
- (c) HGM2C Partnership Agreement;
- (d) HGM2D Partnership Agreement; and
- (e) HGM2 Co-Invest Partnership Agreement,

each a **"Partnership Agreement"**.

"Receiver" means a receiver, receiver and manager or, an administrative receiver as the Security Agent may specify at any time in the relevant appointment made under this Agreement, which terms will include any appointee made under a joint and/or several appointment by the Security Agent.

"Related Rights" means all present and future:

- (a) money and proceeds paid or payable in relation to the Assigned Rights; and
- (b) all other rights and assets attaching to or deriving from the Assigned Rights or exercisable as a result of the Assignors being party to or having an interest in the Assigned Rights.

"Secured Obligations" means all obligations at any time due, owing or incurred by any Obligor to any Secured Party or the Security Agent under the Finance Documents, including any liability in respect of any further advance made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law.

"Secured Parties" means the Security Agent, any Receiver or Delegate, the Agent, each Lender, the Arranger, any Hedge Counterparty and the Issuing Bank from time to time party to the Facility Agreement.

"Security" means the security created under or pursuant to or evidenced by this Agreement.

"Undrawn Loan Commitment" shall have the meaning given to it in the Partnership Agreements.

1.2 Terms defined in other Finance Documents

Unless defined in this Agreement or the context otherwise requires, a term defined in the Facility Agreement, or in any other Finance Document, has the same meaning in this Agreement or any notice given under or in connection with this Agreement.

1.3 Construction

- (a) Clause 1.2 (*Construction*) of the Facility Agreement will apply as if incorporated in this Agreement or in any notice given under or in connection with this Agreement.
- (b) Unless a contrary indication appears any reference in this Agreement to:
 - (i) any "**Secured Party**", or any "**Assignor**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as trustee or trustees in accordance with the Facility Agreement;
 - (ii) "**assets**" includes present and future properties, revenues and rights of every description;
 - (iii) "**including**" shall be construed as a reference to "**including without limitation**", so that any list of items or matters appearing after the word "*including*" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word "*including*";
 - (iv) a "**successor**" includes an assignee or successor in title of any party and any person who under the laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of any party under this Agreement or any other Finance Document or to which, under such laws, any rights and obligations have been transferred; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) A Default (including an Event of Default) is "**continuing**" if it has not been remedied or waived.

1.4 Third Party Rights

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

2. COVENANT TO PAY

The Assignors covenant with the Security Agent to discharge each of the Secured Obligations on their due date in accordance with their respective terms.

3. ASSIGNMENT

3.1 Assignment of the right to issue and deliver Drawdown Notices

- (a) HGM2A, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments pursuant to the terms of the HGM2A Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (b) HGM2B, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments pursuant to the terms of the HGM2B Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (c) HGM2C, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments pursuant to the terms of the HGM2C Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (d) HGM2D, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments pursuant to the terms of the HGM2D Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (e) HGM2 Co-Invest, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments pursuant to the terms of the HGM2 Co-Invest Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).

3.2 Assignment of other rights

- (a) HGM2A, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Loan Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the HGM2A Partnership Agreement relating to the obligations to fund Undrawn Loan Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (b) HGM2B, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Loan Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the HGM2B Partnership Agreement relating to the obligations to fund Undrawn Loan Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (c) HGM2C, the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Loan Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the HGM2C Partnership Agreement relating to the obligations to fund Undrawn Loan Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (d) HGM2D the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Loan Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the HGM2D Partnership Agreement relating to the obligations to fund Undrawn Loan Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).
- (e) HGM2 Co-Invest the Original Manager, GPLP and GPCo each assign absolutely and with full title guarantee to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Undrawn Loan Commitments and to enforce any payments thereof or any guarantees thereof

now existing or hereafter arising, pursuant to all rights and remedies contemplated under the HGM2 Co-Invest Partnership Agreement relating to the obligations to fund Undrawn Loan Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any), subject in each case to reassignment by the Security Agent in accordance with Clause 3.4 (*Release*).

3.3 **Security Agent Assumes No Obligations**

The Security Agent shall not be under any obligation in relation to the Assigned Rights as a consequence of this Agreement and each Assignor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Rights.

3.4 **Release**

Upon the Security Agent being satisfied that the Secured Obligations have been irrevocably paid or discharged in full, and the Secured Parties having no further actual or contingent obligations to make advances or provide other financial accommodation to any Assignor or any other person under the Finance Documents, the Security Agent shall, at the request and cost of the Obligors reassign to the Assignors the Assigned Rights, subject to Clause 11.8 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominee(s).

4. **NOTICES OF ASSIGNMENT**

(a) The Assignors shall, on the earlier of:

- (i) the first Utilisation Date; and
- (ii) the date falling 10 Business Days from the date hereof,

deliver a Notice of Assignment to each Limited Partner (and provide evidence to the Security Agent of the same).

(b) Upon delivery of an executed Deed of Adherence by any person or entity (a "**New Limited Partner**") to the Original Manager and/or the General Partner pursuant to the terms of a Partnership Agreement, the relevant Assignor(s) (in relation to which such Deed of Adherence relates) shall promptly (and in any event within 3 Business Days of delivery of such Deed of Adherence), serve a Notice of Assignment on such New Limited Partner and shall provide such evidence of such notice having been delivered to each such New Limited Partner as the Security Agent shall reasonably request.

(c) Any instruction contained in the Notices of Assignment sent to Limited Partners pursuant to this Clause 4 may not be revoked or amended without the Security Agent's prior written consent.

5. **FURTHER ADVANCES**

Subject to the terms of the Facility Agreement the Security Agent and the Lender are under an obligation to make further advances to the Assignors and that obligation

shall be deemed to be incorporated into this Agreement as if set out in this Agreement.

6. ASSIGNORS' REPRESENTATIONS AND UNDERTAKINGS

6.1 Representations

Each Assignor makes the following representations and warranties to the Security Agent and acknowledges that the Security Agent has become a party to this Agreement in reliance on these representations and warranties:

(a) ***Partnership Agreements in force***

Each Partnership Agreement is in full force and effect, enforceable in accordance with its terms and, at the date specified above, it is not in breach of any term or condition contained in that Partnership Agreement;

(b) ***No restrictions***

There are no restrictions on the Assignor's ability to assign the Assigned Rights, whether contained in the relevant Partnership Agreement or in any other document;

(c) ***Non-conflict with other obligations***

The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and shall not result in the existence of, or oblige it to create, any security over the Assigned Rights other than as permitted under clause 25.3 (*Negative pledge*) of the Facility Agreement;

(d) ***Ownership of the Assigned Rights***

It is the sole legal and beneficial owner of the Assigned Rights free and clear of all security interests save as created by this Agreement and has not sold or disposed of or granted any interest in or rights in respect of any of its right, title and interest, in the Assigned Rights (other than as permitted under the Finance Documents) and the Assigned Rights are not subject to any options to purchase, pre-emption rights or similar rights or other restrictions upon disposal which would operate to restrict in any way their disposal by the Security Agent should it come to enforce its security contained in this Agreement;

(e) ***Winding-up***

No corporate actions, legal proceedings or other procedure or steps have been taken in relation to, or notice given in respect of, a composition, compromise, assignment or arrangement with any creditor of any Assignor or in relation to the suspension of payments or moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or the appointment of an administrator to, any Assignor or the making of a declaration that the affairs of any Assignor incorporated in Guernsey are "*en désastre*" or the

making of an application for a preliminary vesting order *in saisie* proceedings in Guernsey in respect of any realty of any Assignor incorporated in Guernsey and no such step is intended by any Assignor (save for the purposes of any solvent re-organisation or reconstruction which has previously been approved by the Security Agent); and

(f) ***Repetition***

The representations set out in paragraphs (a) (*Partnership Agreements in force*) to (e) (*Winding-up*) are deemed to be made by each Assignor by reference to the facts and circumstances then existing on the date of this Agreement, the date of each Utilisation Request and the first day of each Interest Period under the Facility Agreement.

6.2 **Undertakings**

Each Assignor shall:

(a) ***Not Jeopardise***

Not do or permit to be done any act or thing which might jeopardise the rights of the Security Agent in the Assigned Rights or which might adversely affect or diminish the value of the Assigned Rights;

(b) ***Disposals and Negative pledge***

Not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, transfer or otherwise dispose of the whole or any part of the Assigned Rights and will not create or permit to subsist any security interest over or in respect of any part of the Assigned Rights or otherwise deal with any part of the Assigned Rights, save as may be permitted under the Finance Documents;

(c) ***Notify***

Promptly notify the Security Agent of any circumstances which give rise, or may reasonably be expected to give rise, to a claim on or in relation to the Assigned Rights; and

(d) ***No set off etc***

Not take or omit to take any action which might result in (i) the alteration or impairment of any rights in the Assigned Rights; (ii) any default of any of its obligations under the Partnership Agreement; (iii) any right to terminate the Partnership Agreement becoming exercisable; or (iv) any counterclaims or rights of set-off arising under the Partnership Agreement.

7. FURTHER ASSURANCE

7.1 Covenant for Further Assurance

The Assignors will promptly at its own reasonable cost do all such acts and/or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)) for the purpose of exercising the Collateral Rights or perfecting the Security created or intended to be created in respect of the Assigned Rights (which may include the execution by the Assignor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Assigned Rights) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law in each case in accordance with the rights vested in it under this Agreement.

7.2 Prescribed Wording

The following covenants shall be implied in respect of any action taken by each Assignor to comply with its obligations under Clause 7.1 (*Covenant for Further Assurance*):

- (a) each Assignor has the right to take such action in respect of the Assigned Rights; and
- (b) each Assignor will at the cost of the Obligors do all that it reasonably can to give the Security Agent or its nominee the title and/or rights that it purports to give.

8. POWER OF ATTORNEY

8.1 Appointment and Powers

Following an Event of Default which is continuing, each Assignor, by way of security, irrevocably appoints the Security Agent 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 that the attorney may consider to be required for:

- (a) the power to issue and deliver Drawdown Notices in respect of the Undrawn Loan Commitments of any Limited Partner under the Partnership Agreements;
- (b) all related powers to enforce the payment of any Undrawn Loan Commitments of any Limited Partner under the Partnership Agreements;
- (c) the power to cause the Assignors to apply any payment of Undrawn Loan Commitments to repay its obligations that are due and payable under the Facility Agreement together with accrued interest thereon or any other amounts due and payable by the Assignors under any other Finance Document;
- (d) carrying out any obligation imposed on the Assignors under this Agreement or any other agreement binding on the Assignors to which the Security Agent is a

party (but which an Assignor has not done so within 5 Business Days of being notified by the Security Agent (with a copy of such notice being sent to the relevant Assignors of such notice and being requested to comply)) including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the assets subject to the security;

- (e) enabling the Security Agent to exercise, or delegate the exercise of, all or any of the Collateral Rights;
- (f) enabling any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law; or
- (g) all related and incidental powers conferred on the Assignors, which in the opinion of the Security Agent (acting reasonably), are necessary to be conferred by the Assignors on the Security Agent for any of the purposes referred to above.

8.2 Ratification

The Assignors shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of his powers (excluding any actions of gross negligence or wilful misconduct).

9. SECURITY ENFORCEMENT

9.1 Time for Enforcement

For so long as an Event of Default is continuing or if any Assignor requests the Security Agent to exercise any of its powers under this Agreement, the Security is immediately enforceable and the Security Agent may without notice to the Assignors or prior authorisation from any court, in its absolute discretion:

- (a) secure and perfect its title to all or any part of the Assigned Rights (including transferring the same into the name of the Security Agent or its nominee(s)) or otherwise exercise in relation to the Assigned Rights all the rights of an absolute owner;
- (b) enforce all or any part of the Security (at the times, in the manner and on the terms it thinks fit) and appropriate, hold, sell, or otherwise dispose of all or any part of the Assigned Rights (at the time, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration));
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Agreement) on chargees and by this Agreement on any Receiver or otherwise conferred by law on chargees or Receivers; and
- (d) collect, recover or compromise, and give good discharge for any moneys paid or payable to the Assignors under or in respect of the Assigned Rights, and enforce (in any way whatsoever including, without limitation, by way of

instituting proceedings in the Assignors' name) any rights or claims arising or in respect of the Assigned Rights.

9.2 Power of sale

- (a) The power of sale or other disposal conferred on the Security Agent and on the Receiver by this Agreement 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 Secured Obligations shall be deemed due and payable for that purpose) on execution of this Agreement.
- (b) The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Agreement with any other security in existence at any time or to its power of sale.

9.3 Certificate

A certificate in writing by an officer or agent of the Security Agent that the power of sale or disposal has arisen and is exercisable shall be conclusive evidence of that fact, in favour of a purchaser of all or any part of the Assigned Rights.

9.4 Assignee's liability

Neither the Security Agent nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of the Assigned Rights or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Assigned Rights for which a mortgagee or mortgagee in possession might as such be liable.

9.5 Right of Appropriation

To the extent that any part of the Assigned Rights constitutes "financial collateral" and this Agreement and the obligations of the Assignors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226), as amended, (the "**Regulations**")) the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Assignors. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market price of the Assigned Rights determined by the Security Agent by reference to such public index or by such other process as the Security Agent may select, including independent valuation. The parties further agree that the method of valuation provided for in this Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.6 Statutory powers

The powers conferred by this Agreement on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in

possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Agreement) and in the case of any conflict between the powers contained in any such Act and those conferred by this Agreement the terms of this Agreement will prevail.

10. RECEIVERS

10.1 Appointment and Removal

At any time after having been requested to do so by the Assignors or any individual Assignor or after this Agreement becomes enforceable in accordance with Clause 9 (*Security Enforcement*), the Security Agent may at its sole discretion by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the Assignors:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Assigned Rights;
- (b) appoint one or more Receivers of separate parts of the Assigned Rights;
- (c) remove (so far as it is lawfully able) any Receiver so appointed; and
- (d) appoint another person(s) as an additional or replacement Receiver(s).

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and Removal*) will be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Assignors which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent or any Secured Party; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

10.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Agreement) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Assigned Rights.

10.4 Powers of Receivers

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Assignors) have and be entitled

to exercise, in relation to the Assigned Rights in respect of which he was appointed, and as varied and extended by the provisions of this Agreement (in the name of or on behalf of the Assignors or in his own name and, in each case, at the cost of the Assignors):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Assignors themselves could do or omit to do;
- (d) the power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement or any of the Finance Documents (including the power of attorney contained in this Agreement) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Receiver itself; and
- (e) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Assignors) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any of the Collateral Rights (including realisation of all or any part of the Assigned Rights); or
 - (iii) bringing to his hands any assets of the Assignors forming part of, or which when got in would be part of the Assigned Rights.

10.5 Consideration

The receipt of the Security Agent or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Assigned Rights or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

10.6 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

10.7 Discretions

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

11. EFFECTIVENESS OF COLLATERAL

11.1 Collateral Cumulative

The collateral constituted by this Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Security Agent (whether in its capacity as trustee or otherwise) over the whole or any part of the Assigned Rights shall merge into the collateral constituted by this Agreement.

11.2 No Waiver

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement or any Finance Document. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy of the Security Agent. The rights and remedies are cumulative and not exclusive of any rights or remedies provided by law.

11.3 Illegality, Invalidity, Unenforceability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

11.4 No liability

None of the Security Agent, its nominee(s) or any Receiver appointed pursuant to this Agreement shall be liable by reason of (a) taking any action permitted by this Agreement or (b) any neglect or default in connection with the Assigned Rights or (c) the taking possession or realisation of all or any part of the Assigned Rights, except in the case of gross negligence or wilful default upon its part.

11.5 Implied Covenants for Title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Assignment*).
- (b) It shall be implied in respect of Clause 3 (*Assignment*) that the Assignors are assigning the Assigned Rights free from all charges and encumbrances

(whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

11.6 Continuing security

- (a) The Security from time to time constituted by this Agreement is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Security Agent.
- (b) No part of the Security from time to time constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

11.7 Immediate recourse

The Assignors waive any right they may have of first requiring the Security Agent or a Secured Party to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignors under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

11.8 Avoidance of Payments

Notwithstanding Clause 3.4 (*Release*) if the Security Agent reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Assignors under this Agreement and the Security constituted by this Agreement shall continue and that amount shall not be considered to have been irrevocably paid.

11.9 Non-competition

Until the irrevocable discharge of the Secured Obligations referred to in Clause 3.4 (*Release*), the Assignors will not exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

- (a) to be indemnified by an Obligor; and/or
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Agreement or any other Finance Document; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Agent under this Agreement or the Security Agent or any other Secured Party under any other guarantee or other Finance Document or security taken pursuant to, or in connection with, this Agreement or any other Finance Document by the Security Agent or any Secured Party.

11.10 Turnover Trust

- (a) The Assignors shall not accept or permit to subsist any collateral from any Obligor or any other person in respect of any rights the Assignors may have arising out of this Agreement: if, despite this provision, any such collateral

shall be accepted or subsisting the Assignors acknowledge that the Assignors' rights under such collateral shall be held on trust for the Security Agent, to the extent necessary to enable all amounts which may be or become payable to the Security Agent and the Secured Parties by the Obligor under or in connection with the Finance Documents to be repaid in full, and the Assignors shall if requested promptly transfer the same to the Security Agent or as it may direct for application in accordance with clause 36 (*Application of proceeds*) of the Facility Agreement.

- (b) If any Assignor receives any benefit, payment or distribution relating to the rights mentioned in Clause 11.9 (*Non-competition*) above it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent and the Secured Parties by the Assignors under or in connection with the Finance Documents to be repaid in full on trust for the Security Agent and the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as it may direct for application in accordance with clause 36 (*Application of proceeds*) of the Facility Agreement.

11.11 Waiver of defences

The obligations of the Assignors under this Agreement and this Security will not be affected by any act, omission, matter or thing which, but for this Clause 11.11 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Agreement and this Security and whether or not known to the Assignors or the Security Agent or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other documents and any amendment, variation, waiver or release of any of the Secured Obligations;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

11.12 No prejudice

The Security created by or pursuant to this Agreement and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Assignors or any other person by the Security Agent or any other Secured Party or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice the Security or the Collateral Rights.

11.13 Assignors intent

Without prejudice to the generality of Clause 11.11 (*Waiver of Defences*), each Assignor expressly confirms that it intends that the Security created under this Agreement, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

11.14 Guernsey law waiver

Each Assignor incorporated in Guernsey waives any right it may have (whether by virtue of the *droit de discussion*, *droit de division* or otherwise) to require:

- (a) that a Secured Party, before enforcing this Agreement, takes any action, exercises any recourse or seeks any insolvency proceedings against any borrower under the Facility Agreement or any other person, makes any claim in any insolvency of any borrower under the Facility Agreement or any other person or enforces or seeks to enforce any other right, claim, remedy or recourse against any borrower under the Facility Agreement or any other person; or
- (b) that a Secured Party divides the liability of that Assignor under this Agreement with any other person.

12. INTEREST ON DEMANDS AND PAYMENTS FREE OF DEDUCTION

12.1 Interest on Demands

If an Assignor fails to pay any sum on the due date for payment of that sum then the Assignors shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the

date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 13.3 (*Default Interest*) of the Facility Agreement.

12.2 Payments Free Of Deduction

All payments to be made to the Security Agent under this Agreement shall be made free and clear of and without deduction for or on account of tax unless any Assignor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by that Assignor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

13. APPLICATION OF PROCEEDS

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Assignors) in accordance with clause 36 (*Application of proceeds*) of the Facility Agreement.

14. OTHER SECURITY INTERESTS

14.1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security in case of exercise by the Security Agent or any Receiver of any power of sale under this Agreement the Security Agent may redeem such prior security or procure the transfer thereof to itself.

14.2 Accounts

The Security Agent may settle and pass the accounts of the prior security and any accounts so settled and passed will be conclusive and binding on the Assignors.

14.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Assignors to the Security Agent on demand together with accrued interest thereon (after as well as before judgment) at the rate from time to time applicable to unpaid sums specified in the Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (after as well as before judgment).

14.4 Subsequent Interests

If the Security Agent (acting in its capacity as trustee or otherwise) at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Assigned Rights, all payments made by the Assignors to the Security Agent or any of the Secured Parties after that time shall be treated as having been credited to a new account of the Assignors and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received notice.

15. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account maintained with the Security Agent or any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Security Agent may think fit (the interest being credited to the relevant account) pending their application from time to time (as the Security Agent is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

16. CURRENCY CONVERSION

For the purpose of or pending the discharge of any of the Secured Obligations the Security Agent may convert any monies received, recovered or realised or subject to application by it under this Agreement from one currency to another, as the Security Agent thinks fit and any such conversion shall be effected at the Security Agent's spot rate of exchange for the time being for obtaining such other currency with the first currency.

17. ASSIGNMENT

17.1 Permitted Successors

This Agreement shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns.

17.2 Security Agent Successors

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent; and references to the Security Agent shall include any assignee or successor in title of the Security Agent and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Agreement or to which, under such laws, those rights and obligations have been transferred.

17.3 Disclosure

The Security Agent shall be entitled to disclose such information concerning the Assignors or any other person and this Agreement as the Security Agent considers

appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

18. **NOTICES**

The provision of clause 37 (*Notices*) of the Facility Agreement shall apply to this Agreement.

19. **WAIVERS AND COUNTERPARTS**

19.1 **Waivers**

No waiver by the Security Agent of any of its rights under this Agreement shall be effective unless given in writing.

19.2 **Counterparts**

This Agreement 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 Agreement.

20. **GOVERNING LAW**

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

21. **ENFORCEMENT**

21.1 **Jurisdiction of English Courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Agreement (a "**Dispute**").
- (b) 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) This Clause 21 is for the benefit of the Security Agent only. As a result and notwithstanding paragraph (a) of this Clause 21.1, it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

21.2 **Service of process**

The Assignors agree that the documents which start any proceedings in relation to any Finance Document, and any other documents required to be served in connection with those proceedings, may be served on it by being delivered to the Original Manager at 2 More London Riverside, London, SE1 2AP, or to such other address in England and

Wales as the Assignors may specify by notice in writing to the Security Agent. Nothing in this paragraph shall affect the right of any Secured Party to serve process in any other manner permitted by law. This Clause applies to proceedings in England and proceedings elsewhere.

THIS AGREEMENT has been signed on behalf of the Security Agent and executed as a deed by the Assignors and is intended to be and is hereby delivered by it as a deed on the date specified above.

**THE SCHEDULE
FORM OF NOTICE OF ASSIGNMENT**

To: [*Limited Partner*]

Date: [•]

Dear Sirs,

We hereby give you notice that as permitted under the [*Insert details of relevant Partnership Agreement*] (the "**Partnership Agreement**") we have entered into a revolving capital call and term loan facility dated [•] 2017 (the "**Facility Agreement**") and a deed of assignment by way of security dated [•] 2017, with Wells Fargo Bank, National Association., London Branch ("**Wells Fargo**").

As a condition to the foregoing (i) all of the rights of HgCapital Mercury 2 General Partner L.P. Inc and HgCapital Mercury 2 General Partner (Guernsey) Limited as general partner, and of Hg Pooled Management Limited as manager, to issue Drawdown Notices and to enforce all rights and remedies available to each of those entities on behalf of HgCapital Mercury 2 A L.P. HgCapital Mercury 2 B L.P. HgCapital Mercury 2 C L.P. HgCapital Mercury 2 D L.P and HgCapital Mercury 2 Executive Co-Invest L.P. (the "**Partnerships**") in respect of payment of any uncalled or unpaid Commitments (as defined in the Partnership Agreement) and (ii) all the rights of the Partnerships to the Undrawn Loan Commitments (as defined in the Partnership Agreement) of its limited partners, (in each case) along with all related rights thereto (together, the "**Assigned Rights**"), have been assigned by way of security to Wells Fargo to secure any and all obligations owed to it by the Partnerships under the Facility Agreement and all related documentation. Until an event of default occurs under the Facility Agreement HgCapital Mercury 2 General Partner (Guernsey) Limited as general partner, and Hg Pooled Management Limited as manager will continue to be responsible for all call notices, and the Partnerships shall continue to be solely responsible for the performance of their obligations under or in connection with their respective Partnership Agreement (and related documentation), although following receipt of a notice from Wells Fargo that an Event of Default is continuing under the Facility Agreement, we authorise and instruct you (a) that all payments payable to the Partnership shall be paid to, or to the order of, Wells Fargo, (b) to deal only with Wells Fargo in relation to the Partnership Agreement and Assigned Rights; and (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves in connection with the Assigned Rights shall belong to and be exercisable by Wells Fargo. We further note that these instructions may not be amended or revoked without the consent of Wells Fargo.

Yours faithfully,

For and on behalf of
[Enter **Name of Relevant Assignor**]

The Assignors

Executed as a deed by
HGCAPITAL MERCURY 2 A L.P.
acting through its manager
**HG POOLED MANAGEMENT
LIMITED**

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in the presence of:

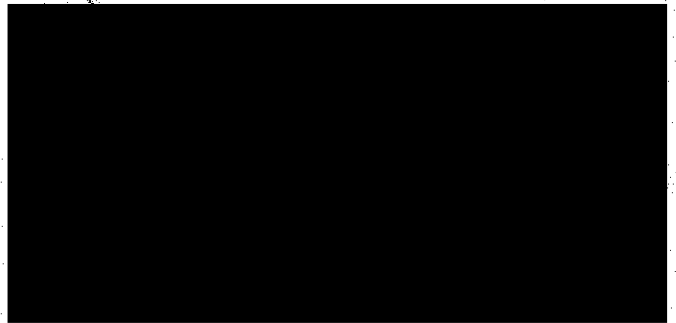
Signature of witness

Name of witness

Address of witness

Executed as a deed by
HGCAPITAL MERCURY 2 B L.P.
acting through its manager
**HG POOLED MANAGEMENT
LIMITED**

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in the presence of:

Signature of witness

Name of witness

Address of witness

Executed as a deed by
HGCAPITAL MERCURY 2 C L.P.
acting through its manager
**HG POOLED MANAGEMENT
LIMITED**

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in the presence of:

Signature of witness

Name of witness

Address of witness

Executed as a deed by
HGCAPITAL MERCURY 2 D L.P.
acting through its manager
**HG POOLED MANAGEMENT
LIMITED**

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)



in the presence of:

Signature of witness

Name of witness

Address of witness

Executed as a deed by
**HGCAPITAL MERCURY 2
EXECUTIVE CO-INVESTMENT L.P.**
acting through its manager
**HG POOLED MANAGEMENT
LIMITED**

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in the presence of:

Signature of witness

Name of witness

Address of witness

Executed as a deed by
**HGCAPITAL MERCURY 2 GENERAL
PARTNER L.P. INC.**
Acting through its general partner
**HGCAPITAL MERCURY 2
GENERAL PARTNER (GUERNSEY)
LIMITED**

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)
)

Signature of director

Name of director

Signature of director/secretary

Name of director/secretary

Executed as a deed by
HGCAPITAL MERCURY 2
EXECUTIVE CO-INVESTMENT L.P.
acting through its manager
HG POOLED MANAGEMENT
LIMITED

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)
)

in the presence of:

Signature of witness

Name of witness

Address of witness

Executed as a deed by
HGCAPITAL MERCURY 2 GENERAL
PARTNER L.P. INC.
Acting through its general partner
HGCAPITAL MERCURY 2
GENERAL PARTNER (GUERNSEY)
LIMITED

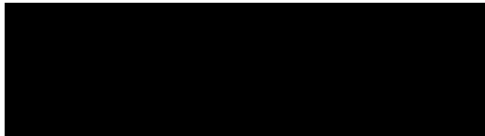
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Andrew Carr
Director

Signature of director

Name of director



Andrew Whitaker

Signature of director/secretary

Name of director/secretary

HGCAPITAL MERCURY 2 GENERAL PARTNER (GUERNSEY) LIMITED

[Redacted]

Signature of director

Andrew Carro
Director

Name of director

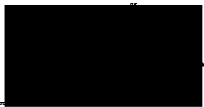
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Signature of director/secretary

Andrew Whittaker.

Name of director/secretary

Executed as a deed by)
HG POOLED MANAGEMENT LIMITED)



Signature of ~~director~~ *authorised signatory*

Maqul 4s

Name of ~~director~~



Signature of ~~director/secretary~~

Richard Donner

Name of ~~director/secretary~~

The Security Agent

For and on behalf of
WELLS FARGO BANK, NATIONAL ASSOCIATION., LONDON BRANCH

By:

Name:

Title:

Executed as a deed by)
HG POOLED MANAGEMENT LIMITED)

Signature of director


Name of director

Signature of director/secretary

Name of director/secretary

The Security Agent

For and on behalf of
WELLS FARGO BANK, NATIONAL ASSOCIATION., LONDON BRANCH

By: . 

Name: **Thomas Rapp**

Title: **Managing Director**