



Registration of a Charge

Company Name: **HG POOLED MANAGEMENT LIMITED**

Company Number: **02055886**



Received for filing in Electronic Format on the: **16/09/2022**

XBCOH9AO

Details of Charge

Date of creation: **14/09/2022**

Charge code: **0205 5886 0073**

Persons entitled: **WELLS FARGO BANK, N.A., LONDON BRANCH (AS SECURITY AGENT)**

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: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2055886

Charge code: 0205 5886 0073

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2022 and created by HG POOLED MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2022 .

Given at Companies House, Cardiff on 21st September 2022

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**



SHEPHERD+ WEDDERBURN

SUPPLEMENTAL ASSIGNATION IN SECURITY

by

HG GENESIS 10 B L.P.

HG GENESIS 10 GENERAL PARTNER L.P. INC

HG GENESIS 10 GENERAL PARTNER (GUERNSEY) LIMITED

and

HG POOLED MANAGEMENT LIMITED

in favour of

WELLS FARGO BANK, N.A., LONDON BRANCH
AS THE SECURITY AGENT

Re: rights of Hg Genesis 10 B L.P to, *inter alia*, the undrawn
commitments of its relevant partners

SUPPLEMENTAL ASSIGNATION

BETWEEN

- (1) **HG GENESIS 10 B L.P.**, a limited partnership registered in Scotland with limited partnership number SL035326 whose principal place of business is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey GY1 2HL, acting by its manager, the Original Manager ("**HG10B**");
- (2) **HG GENESIS 10 GENERAL PARTNER L.P. INC.**, a limited partnership registered in Guernsey (with separate legal personality) with registration number 4100 whose principal place of business is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPLP**") acting by its manager, the Original Manager;
- (3) **HG GENESIS 10 GENERAL PARTNER (GUERNSEY) LIMITED** a non-cellular company limited by shares registered in Guernsey (company number: 69890), whose registered office is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPCo**");
- (4) **HG POOLED MANAGEMENT LIMITED**, a company incorporated in England and Wales with company number 2055886 whose registered office is at 2 More London Riverside, London, SE1 2AP (the "**Original Manager**");

each of HG10B, GPLP, GPCo and the Original Manager being an "**Assignor**" and together the "**Assignors**"; and

- (5) **WELLS FARGO BANK, N.A., LONDON BRANCH** as security 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 security trustee, or as an additional trustee, for the purposes of the Facility Agreement).

RECITALS:

- (A) The Assignors have entered into a Facility Agreement dated 5 July 2022 between, *inter alios*, the Assignors, the Security Agent and the financial institutions as Arrangers and Original Lenders in the various capacities stated therein, as amended, novated, supplemented, extended, restated or replaced from time to time (the "**Facility Agreement**").
- (B) Pursuant to the Facility Agreement, the Assignors have entered into an assignation in security in favour of the Security Agent dated 9 and 10 May 2022, with an effective date of 5 July 2022 in favour of the Security Agent (the "**Assignment**") in respect of various rights to receive undrawn commitments and other payments under the Partnership Agreement (as that term is defined in the Assignment); and
- (C) Further partners have been assumed or substituted, or partners have increased their commitments or the assignation or transfer of the interests of partners has taken place in accordance with the terms of the Partnership Agreement since the date of the Assignment and this supplemental assignation requires to be entered into pursuant to Clause 4 of the Assignment.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, words or expressions defined in (or by reference in) the Assignment shall have the same meanings in this Supplemental Assignment (including its recital and Schedules). In addition, in this Supplemental Assignment (including its recital and Schedules):

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

"Partners" means partners in the Partnership, being, as at the date hereof, the parties specified in the Schedule hereto and Partner shall be construed accordingly.

"Relevant Partners" means any further partner which has been assumed or substituted, any partner which has increased its commitment, and any assignee or transferee of the interest of a partner, in accordance with the terms of the Partnership Agreement since the date of the Assignment being, as at the date hereof, the parties specified in the Schedule hereto and "Relevant Partner" shall be construed accordingly.

- 1.2 The construction and interpretation provisions set out in and incorporated into Clause 1 of the Assignment will, unless the context otherwise requires, apply to this Supplemental Assignment; and
- 1.3 The term "this Security" or "this Supplemental Assignment" means this supplemental assignment and all security and rights, powers, liabilities and obligations constituted by or pursuant to this supplemental assignment.

2. UNDERTAKING TO PAY

2.1 Undertaking to Pay

Each Assignor undertakes with the Security Agent that it shall, on demand of the Security Agent, discharge each of the Secured Obligations on their due date in accordance with their respective terms.

2.2 Limited Recourse

- (a) Notwithstanding any provision in this Supplemental Assignment or any other Finance Document to the contrary, the Original Manager's liability under any Finance Documents may be discharged from, and the recourse of the Finance Parties is limited to, the assets or rights over which the Original Manager may grant Transaction Security and the Finance Parties may not seek to recover any shortfall in the amounts payable to them by bringing proceedings against the Original Manager, in all cases except where such shortfall arises in connection with the fraud of the Original Manager or due to a Wilful Default by the Original Manager.
- (b) Subject to paragraph (a) above, each Party agrees that the Original Manager will not be liable for any amount under the Finance Documents and that such Party will in no event have any form of monetary claim (whether by way of damages, indemnification or any other form of monetary claim) under or in respect of the

Finance Documents against the Original Manager, in all cases except where such liability or claim arises in connection with the fraud of the Original Manager or due to a Wilful Default by the Original Manager.

3. ASSIGNATION

3.1 Assignment of the right to issue and deliver Drawdown Notices

HG10B, the Original Manager, GPLP and GPCo each assign absolutely 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 Drawable Commitments pursuant to the terms of the Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any) as continuing Security for the payment and discharge of all the Secured Obligations.

3.2 Assignment of other rights

HG10B, the Original Manager, GPLP and GPCo each assign absolutely 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 Drawable 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 Partnership Agreement relating to the obligations to fund Drawable Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any) as continuing Security for the payment and discharge of all the Secured Obligations.

3.3 Intimation and acknowledgement by the Assignors

HG10B hereby intimates to the Original Manager, GPLP and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**Partnership Intimation**"), the Original Manager hereby intimates to HG10B, GPLP and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**Manager Intimation**"), GPLP hereby intimates to HG10B, the Original Manager and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**GPLP Intimation**"), and GPCo hereby intimates to HG10B, the Original Manager and GPLP the assignment made in terms of Clauses 3.1 and 3.2 (the "**GPCo Intimation**") and together with the Partnership Intimation, the Manager Intimation, and the GPLP Intimation, the "**Intimations**") hereof and each Assignor by its respective execution hereof acknowledges the relevant Intimations and confirms that it has received no notice that the relevant Assignor has assigned, charged, pledged or otherwise disposed of or encumbered any of its rights or benefits under the Partnership Agreement or any other documents ancillary thereto, that it has no notice of any diligence executed in respect thereof, that payments will be made in respect of the Assigned Rights in accordance with the Facility Agreement (and without any set-off, under the Partnership Agreement or otherwise) and that it otherwise acknowledges and consents to and undertakes to act in compliance with the terms of this Supplemental Assignment and not to vary the Partnership Agreement other than in accordance with the Facility Agreement and further acknowledges that monies comprised in the Assigned Rights may be paid and dealt with as provided for in the Facility Agreement.

3.4 Security Agent Assumes No Obligations

The Security Agent shall not become a Partner or be liable in any way to the relevant Assignor or the other Partners or any other person under the Partnership Agreement or

otherwise by virtue of this Supplemental Assignment or its actions or failure to act pursuant to this Supplemental Assignment or by virtue of the failure by the Original Manager, GPLP or GPCo or any other person to perform any obligations under the Partnership Agreement or relative thereto or otherwise and shall not be under any obligation in relation to the Assigned Rights as a consequence of this Supplemental Assignment 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.

3.5 Release

Upon expiry of the Security Period, the Security Agent shall (at the cost of the Obligors) release and retrocede to the Assignors the Assigned Rights, subject to Clause 10.8 (*Avoidance of Payments*) of the Assignment and without recourse to, or any representation or warranty by, the Security Agent or any of its nominee(s) and is authorised to execute (at the cost of the Obligors), without the need for any further authority from the Secured Parties, any release or retrocession of the Assigned Rights or other claim over that asset or Assignor.

4. NOTICES OF ASSIGNATION

Each Assignor shall deliver a Notice of Assignment to each Relevant Partner in accordance with Clause 4 of the Assignment.

5. INCORPORATION OF ASSIGNATION

The parties hereby agree that all the rights, obligations, undertakings, warranties, powers, liabilities and immunities specified and contained in the Assignment which are relevant to the Assigned Rights and the security and other rights, obligations, powers and immunities created under and pursuant to this Supplemental Assignment shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the Assigned Rights and the security and other rights and powers created under and pursuant hereto except in so far as inconsistent herewith, provided always that this Supplemental Assignment shall be without prejudice to the Assignment and all of the rights, obligations, powers, liabilities and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this Supplemental Assignment.

6. COUNTERPARTS

- (a) This Supplemental Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts
- (b) Where executed in counterparts:
 - (i) this Supplemental Assignment will not take effect until each of the counterparts has been delivered;
 - (ii) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
 - (iii) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this Supplemental Assignment.

7. **GOVERNING LAW**

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

8. **ENFORCEMENT**

8.1 **Jurisdiction of Scottish Courts**

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Assignment (including a dispute relating to the existence, validity or termination of this Supplemental Assignment or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Supplemental Assignment (a "**Dispute**").
- (b) The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

- (c) This Clause 8 is for the benefit of the Security Agent only. As a result and notwithstanding paragraph (a) of this Clause 8.1, 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.

IN WITNESS WHEREOF this Supplemental Assignment consisting of this and the preceding 5 pages, together with the schedule annexed hereto, is executed in counterpart by the parties as undernoted, with an effective date of 14 September 2022 and with the counterparts executed by the Assignors and the Security Agent being treated as delivered on such date in such order:

The Assignors

Subscribed for and on behalf of
HG GENESIS 10 B L.P.
 acting by its manager
**HG POOLED MANAGEMENT
 LIMITED**

)
)
)
)

At

London

On

8 September 2022

By

MOYNUL AU

Full Name

[Redacted Signature]
 Signature, Authorised Signatory

LUKE ANCH

Full Name

[Redacted Signature]
 Signature, Authorised Signatory

in the presence of:

[Redacted Signature]

Signature of witness

JEMMA WILLIS

Name of witness

2 MORE LONDON

Address of witness

RIVERSIDE, LONDON,

SE1 2AP

Subscribed for and on behalf of
HG GENESIS 10 GENERAL
PARTNER L.P. INC.
 acting by its manager
HG POOLED MANAGEMENT
LIMITED

)
)
)
)
)
)

At

London

On

8 September 2022

By

MOYNUK ALI

Full Name

[REDACTED]
 Signature, Authorised Signatory

LUKE FINCH

Full Name

[REDACTED]
 Signature, Authorised Signatory

in the presence of:

[REDACTED]

Signature of witness

JEMMA WILLIS

Name of witness

2 MORE LONDON

Address of witness

RIVERSIDE, LONDON,

SE1 2AP

Subscribed for and on behalf of
**HG GENESIS 10 GENERAL
PARTNER (GUERNSEY) LIMITED**

)
)

At

ST Peter Port, Guernsey

On

02 September 2022

By

Norman Amey

Full Name


Signature, Director

in the presence of:



Signature of witness

TOM CAMP

Name of witness

1 Royal Plaza

Address of witness

Royal Avenue, St Peter port
Guernsey, GY1 2HL

Subscribed for and on behalf of
**HG POOLED MANAGEMENT
LIMITED**

)
)
)

At

London

On

8 September 2022

By

MOYNUK ALI

Full Name


Signature, Director

LUKE FINCH

Full Name


Signature, Director ✓

in the presence of:

JEMMA WILLI

Signature of witness

2 MORE LONDON

Name of witness

RIVERSIDE, LONDON,

Address of witness

SE 1 2AP



The Security Agent

Subscribed for and on behalf of

WELLS FARGO BANK, N.A., LONDON BRANCHAt: 33 King William Street, London EC4R 9ATOn: 8th September 2022By: Name: Dirk KaiserManaging Director

Title: _____

in the presence of:



Signature of witness

DOMINIC KANIA

Name of witness

33 KING WILLIAM STREET

Address of witness

LONDON, EC4R 9AT

SCHEDULE

This is the Schedule referred to in the preceding Supplemental Assignment in Security among Hg Genesis 10 B L.P., Hg Genesis 10 General Partner L.P. Inc., Hg Genesis 10 General Partner (Guernsey) Limited and Hg Pooled Management Limited in favour of Wells Fargo Bank, N.A., London Branch as Security Agent

Partners as at date of foregoing Supplemental Assignment:

General Partner

1. Hg Genesis 10 General Partner L.P. Inc.

Limited Partners

2. ASI Phoenix Global Private Equity III LP
3. Al Warda Investments RSC Limited
4. AlpInvest US Holdings, LLC as title holder and in its capacity as manager of AlpInvest Spire GP L.P. (itself acting as general partner of ALP Spire Primary L.P.)
5. Altamir SCA
6. ALTRIUMTWO ASSETS PTE. LTD.
7. TUC Private Markets GmbH
8. NBC Private Markets GmbH
9. OIC Private Markets GmbH
10. ZTC Private Markets GmbH
11. Le Mans Fonds SCS, SICAV-FIS (Subfund: Le Mans Fonds - AI Dachfonds I)
12. JPMorgan Chase Bank, N.A., as Directed Trustee of The Boeing Company Employee Retirement Plans Master Trust
13. Border to Coast Bedfordshire LP
14. Border to Coast Cumbria LP
15. Border to Coast Durham LP
16. Border to Coast East Riding LP
17. Border to Coast South Yorkshire LP
18. Border to Coast Surrey LP
19. Border to Coast Teesside LP
20. Border to Coast Tyne & Wear LP
21. Border to Coast Warwickshire LP
22. Ophelia International Investments - Private Equity III
23. FPP Alternative Investments Class C Foreign Income Blocker LLC
24. DALPP Series A(3) Foreign Income Blocker LLC
25. Manulife (International) Limited
26. First Manulife Investment Corporation
27. Harel Insurance Company Ltd. (Nostro)
28. Harel Insurance Company Ltd. (Participating Funds)
29. Harel Pension and Provident Ltd.

30. Internationale Kapitalanlagegesellschaft mbH acting for the account of Entsorgungsfonds
31. Kommunal Landspensjonskasse Gjensidig Forsikringsselskap
32. MetLife International PE Fund VII, LP
33. 2018 Azalea Limited
34. The Master Trust Bank of Japan, Ltd. acting as trustee for Trust Fund No.400095159
35. The Master Trust Bank of Japan, Ltd. acting as trustee for Trust Fund No.400095092
36. Partners Group Access PF 270 L.P.
37. Partners Group Private Equity (Master Fund), LLC
38. PCFG PRIVATE EQUITY INVESTMENTS LIMITED
39. ProQuity S.A. SICAV-SIF Sub-Fund 1 represented by Ocorian Fund Management S.à r.l
40. Patrimonia Ventures, S.A.U.
41. Stichting Pensioenfond Rail & Openbaar Vervoer
42. Swift Capital Selection XII GmbH & Co. KG
43. Swift Capital Portfolio III GmbH & Co. KG
44. Talisman Strategic Fund, Ltd
45. TETHYS
46. Vestcor Investments General Partner, Inc. in its capacity as general partner of Vestcor Investments Private Equity, L.P.
47. Kaiser Permanente Group Trust
48. Kaiser Foundation Hospitals
49. Plainview PE HG 10 Limited
50. Hornbeam Investment Pte Ltd
51. Personalvorsorgestiftung der Ärzte und Tierärzte PAT-BVG
52. Caisse des dépôts et consignations
53. Fondaco SIF - Fondaco Lux Illiquid Strategy
54. ET Holdings Nominee Limited as nominee for ET Holdings LP
55. V-SCIENCES FUND INVESTMENTS PTE LTD
56. BMHC INV 3 W.L.L.

Relevant Partners

57. SA Investment Holdings 9 Limited
58. Altamar Private Equity, SGIIC, SAU in its capacity as management company of ACP - Private Equity 7, FCR
59. Landon Investments, SCR, SAU
60. Abante Asesores Gestión, SGIIC, S.A. in its capacity as management company of Mapfre Private Equity I FCR
61. Altamar Private Equity, SGIIC, SAU in its capacity as management company of Santalucía Inversiones Alternativas FCR
62. Whymper 1865, SCR, S.A.
63. FAGT-A SCA SICAV RAIF

64. La Unión S.à r.l. – SPF
65. Sjötte AP-fonden
66. Chengdong Investment Corporation
67. Golding Capital Partners (Luxembourg) S.à r.l., acting in its own name but for the account of GC Alternatives FCP-FIAR
68. The McKnight Foundation
69. Mercer Private Investment Partners VII, LP, for and on behalf of Mercer Private Investment Partners VII, LP - Series PE
70. Mercer Private Investment Partners VII SICAV-SIF S.C.Sp. acting for and on behalf of Mercer Private Investment Partners VII SICAV-SIF – Sub-Fund PE
71. New Pinnacle Private Equity EUR Company Limited 6
72. OhioHealth Corporation
73. Stonehage Fleming Global Private Capital Fund 2022 PC
74. L1 LP Inc.
75. P2 LP Inc.
76. I3 LP Inc.
77. W4 LP Inc.
78. H8, LP Inc.
79. Private Equity Opportunities Fund V SCS
80. DAI SICAV-RAIF S.C.S. - DAI-B
81. NZAM Alternative PE Fund I Master SPC
82. HFI Global AG
83. Zurich Insurance Company Ltd, Group Reinsurance (previously Zurich Insurance Company Ltd, Bermuda Branch)
84. Barts Charity
85. Deka International S.A. acting for and on behalf of Perpetuum SICAV-FIS, S.A. – Teilfonds PE
86. Cengal Private Equity Investments IV plc
87. Evergreen III SICAV-FIS – Evergreen III
88. Guardian Media Group Plc
89. Mercer Private Investment Partners VII SICAV-SIF S.C.Sp. acting for and on behalf of Mercer Private Investment Partners VII SICAV-SIF – Sub-Fund PE
90. PEI-VAL S.A., SICAV-RAIF
91. ALH Private Equity SCA SICAV-RAIF – Teilfonds LGT
92. PEP Global Fund 17 EUR
93. K Venus Investments No. 46 Limited
94. Brunswick GPE SICAV-SIF
95. Public Investment Fund