



Registration of a Charge

Company Name: **BRIDGEPOINT ADVISERS II LIMITED**

Company Number: **06824647**



Received for filing in Electronic Format on the: **03/04/2023**

XC0PBRPU

Details of Charge

Date of creation: **21/03/2023**

Charge code: **0682 4647 0007**

Persons entitled: **LLOYDS BANK CORPORATE MARKETS PLC**

Brief description: **N/A**

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: **RICHARD MACFARLANE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6824647

Charge code: 0682 4647 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2023 and created by BRIDGEPOINT ADVISERS II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2023 .

Given at Companies House, Cardiff on 5th April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Dated 21 March 2023

- (1) **WARWICK STREET INVESTMENTS LP** as
the Partnership
- (2) **BDC II GP LP** as General Partner
- (3) **BRIDGEPOINT ADVISERS II LIMITED** as
Manager
- (4) **LLOYDS BANK CORPORATE MARKETS
PLC** as Security Agent

LIMITED PARTNERSHIP SECURITY ASSIGNMENT

MAYER | BROWN

L O N D O N

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THIS DEED is dated 21 March 2023 and made between:

- (1) **WARWICK STREET INVESTMENTS LP**, a limited partnership established under the laws of in England and Wales with registered number LP014692 as chargor, acting by the Manager (the "**Partnership**");
- (2) **BDC II GP LP**, a limited partnership established under the laws of Scotland with registered number SL009745, whose principal place of business is at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (the "**General Partner**");
- (3) **BRIDGEPOINT ADVISERS II LIMITED**, a limited liability company registered in England and Wales with company number 06824647 and its registered office at 5 Marble Arch, London, United Kingdom, W1H 7EJ (the "**Manager**"); and
- (4) **LLOYDS BANK CORPORATE MARKETS PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this Deed).

This document is the deed of each Assignor, even if it has not been duly executed by the Security Agent or has been executed by the Security Agent but not as a deed.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Facilities Agreement

Terms defined in the Facilities Agreement but not in this Deed shall have the same meanings in this Deed as in the Facilities Agreement.

1.2 Definitions

In addition, in this Deed:

"Assigned Rights" means all rights, titles, benefits and interests, whether present or future, of each of the Assignors to issue and deliver Drawdown Notices to, and to demand payment in respect of the Unfunded Commitments of, each of its Limited Partners and to receive any and all monies payable in respect of the same in each case, into a bank account of the Partnership (which may be subject to Transaction Security) and all remedies of that Assignor in relation to such Unfunded Commitments (including, without limitation, in relation to any failure to pay any amount of any such Unfunded Commitments) whether expressly provided for or not, and including the right to compel the performance and observance of the same, in each case under the applicable Fund Documents;

"Assignors" means the Partnership, the General Partner and the Manager (each an "**Assignor**");

"Charged Property" means the assets charged or assigned to the Security Agent by this Deed;

"Declared Default" means the exercise by the Agent or the Security Agent of any of their respective rights under, and pursuant to, clause 29.21 (*Acceleration*) of the Facilities Agreement;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent or a Receiver;

"Facilities Agreement" means the multicurrency revolving capital call bridge facilities agreement originally dated on or about the date of this Deed and made between, among others, the Original Borrowers, the Guarantors, the General Partner, the Manager and Lloyds Bank Corporate Markets plc (as Mandated Lead Arranger, Agent, Issuing Agent and Security Agent);

"Finance Documents" has the meaning given to such term in the Facilities Agreement;

"Finance Party" has the meaning given to it in the Facilities Agreement and includes the Agent, the Security Agent and the Lenders;

"Fund Documents" has the meaning given to such term in the Facilities Agreement;

"IA" means the Insolvency Act 1986;

"LPA" means the Law of Property Act 1925;

"Investor Portal" means a secure electronic website maintained by the Assignors (or their administrators, on their behalf) for the purposes of communications with its Limited Partners, and to which their Limited Partners have access;

"Limited Partner" has the meaning given to such term in the Partnership Agreement;

"Notice of Assignment" means the notice provisions set out in Schedule 1 (*Form of Notice of Assignment*);

"Party" means a party to this Deed;

"Partnership Agreement" means the amended and restated limited partnership agreement dated 15 August 2014 in respect of the Partnership as the same may be amended, novated, supplemented or otherwise varied from time to time;

"Periodic Investor Report" means the quarterly unaudited report and annual audited consolidated financial statements (or a report prepared in lieu thereof in accordance with the terms of the Partnership Agreement) in respect of the Partnership;

"Quarter End" means 31 March, 30 June, 30 September and 31 December in each year;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed under this Deed over all or any of the Charged Property whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time;

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by the Partnership to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

"Security Interest" means a mortgage, charge, pledge, lien, assignment, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.3 Construction

- (a) Clause 1.2 (*Construction*) of the Facilities Agreement shall apply as if set out in full again here, with references to "this Agreement" being construed as references to this Deed and with such other changes as are appropriate to fit this context.
- (b) In addition, in this Deed, any reference to:
 - (i) any **"Assignor"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) **this Deed** includes the Recitals and Schedules which form part of this Deed for all purposes;
 - (iii) any **"Finance Document"**, other **instrument** or other **document** is to that Finance Document, other instrument or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
 - (iv) the masculine, feminine or neuter **gender** respectively includes the other genders and the **singular** includes the plural (and vice versa);
 - (v) **"including"** means "including without limitation" (with related words being construed accordingly), **"in particular"** means "in particular but without limitation" and other **general words** shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
 - (vi) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (vii) a **"person"** includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them and any reference to a **Party** or other **particular person**

includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests;

- (viii) a **provision of law** is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;
 - (ix) a **"Recital"** is to a statement made under the heading "Background" above (if any), any reference to a **"Clause"** or to a **"Schedule"** is to a clause of or a schedule to this Deed (as the case may be);
 - (x) **"regulation"** includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (xi) a **"right"** includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category); and
 - (xii) **"this Security"** means the Security Interests constituted by or pursuant to this Deed.
- (c) Clause and Schedule headings are for ease of reference only.
 - (d) The Parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.4 **Third party rights**

A person who is not a Party (other than any Receiver, Delegate or Administrator) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2. **COVENANT TO PAY**

2.1 **Covenant to pay**

Each Assignor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge its Secured Obligations at the times and in the manner provided in the relevant Finance Documents.

2.2 **Proviso**

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. CHARGING CLAUSE

3.1 Fixed Charge

To the extent not effectively assigned by Clause 3.2 (*Security Assignment*), each Assignor, as continuing security for the payment and discharge of its Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the Assigned Rights by way of first fixed charge.

3.2 Security Assignment

- (a) Each Assignor, as continuing security for the payment and discharge of its Secured Obligations, assigns by way of security absolutely in favour of the Security Agent with full title guarantee all of its right, title and interest both present and future in the Assigned Rights.
- (b) Prior to a Declared Default and save as otherwise provided in this Deed, each Assignor shall be entitled to deal with, and exercise its rights in respect of, the Assigned Rights in accordance with the Facilities Agreement.

3.3 Fixed Security

Clause 3.1 (*Fixed Charge*) and Clause 3.2 (*Security Assignment*) shall be construed as creating a separate and distinct fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FURTHER ASSURANCE

- (a) Each Assignor shall promptly do all such acts or execute all such documents (including assignments, transfers, 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)):
 - (i) to perfect the Security Interests created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or any Receiver in relation to the same; and/or
 - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests created by this Deed.

- (b) Each Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interests conferred or intended to be conferred on the Security Agent by or pursuant to this Deed.

5. GENERAL UNDERTAKINGS

5.1 Duration of Undertakings

All of the undertakings given in this Deed are given from the date of this Deed and for so long as any Secured Obligations remain outstanding.

5.2 Negative Pledge

Each Assignor undertakes to the Security Agent that it will not create or agree to create or permit to subsist any Security over all or any part of the Charged Property except as expressly permitted by and in accordance with the Facilities Agreement.

5.3 Disposal Restrictions

Each Assignor undertakes to the Security Agent that it will not at any time prior to the release or discharge of the Secured Obligations sell, transfer or otherwise dispose of all or any part of the Charged Property except as expressly permitted by and in accordance with the Facilities Agreement.

5.4 Perfection of Security

- (a) Each Assignor undertakes:

- (i) in the case of any party or entity which is a Limited Partner on the date of this Deed, to procure that the next Periodic Investor Report following the date of this Deed contains the Notice of Assignment and is provided to such Limited Partners as soon as such Periodic Investor Report becomes available but in any event before the first to occur of the following:

- (A) 90 Business Days following the financial year end immediately following this Deed; or

- (B) 30 Business Days following the Quarter End immediately following this Deed.

- (ii) in the case of any other person or entity who becomes a Limited Partner following the date of this Deed, to procure that the next Periodic Investor Report following the date on which such person or entity becomes a Limited Partner contains the Notice of Assignment and is provided to such person or entity as soon as the next Periodic Investor Report becomes available but in any event before the first to occur of the following:

- (A) 90 Business Days following the financial year end immediately following the date on which such person or entity becomes a

Limited Partner (or if such person or entity becomes a Limited Partner on the same date as the financial year end, within 90 Business Days of that financial year end); or

- (B) 30 Business Days following the Quarter End immediately following the date on which such person or entity becomes a Limited Partner (or if such person or entity becomes a Limited Partner on the same date as the Quarter End, within 30 Business Days of that Quarter End),

provided that, in each case, the Assignors provide to the Security Agent: (x) a copy of the relevant Periodic Investor Report and (y) evidence that (i) such Periodic Investor Report has been uploaded to the applicable Investor Portal and (ii) that each Limited Partner has been granted access to the applicable Investor Portal to view such Periodic Investor Report on or prior to the date on which it was uploaded, in each case within 1 Business Day of the date on which such Periodic Investor Report was uploaded to the Investor Portal.

6. ATTORNEY

Each Assignor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing which:

- (a) that Assignor is required to do (but which an Assignor has not done within five Business Days of being notified by the Security Agent of such failure and being requested to comply) by the terms of any Finance Document;
- (b) following the occurrence of a Declared Default, is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law; and
- (c) following the occurrence of a Declared Default, is for the purpose of enabling the exercise any rights that such Assignor has to:
 - (i) issue Drawdown Notices (as defined in the Partnership Agreement) to any Limited Partner in respect of its Unfunded Commitments;
 - (ii) enforce all rights and remedies available to the Assignors in respect of payment of any Unfunded Commitments;
 - (iii) cause the Assignors to apply any amount received by way of Unfunded Commitments to repay or discharge any amount or obligation under any Finance Document;
 - (iv) appoint one or more persons to act as a substitute attorney for any of the Assignors to exercise any of the powers conferred on the Security Agent by this power of attorney; and

- (v) exercise any of its rights under this power of attorney through any Affiliate, and/or grant a sub-power of attorney,

and each Assignor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

7. ENFORCEMENT

7.1 Exercise of Enforcement Powers

Following the occurrence of a Declared Default:

- (a) the security created by or pursuant to this Deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this Deed or by statute (as varied or extended by this Deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

7.2 Law of Property Act 1925

The provisions of the LPA relating to the power of sale conferred by that Act are varied so that Section 103 shall not apply to this Deed and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Deed. However, the Security Agent shall not exercise such power of sale until this Deed has become enforceable.

7.3 Appointment of Receiver

- (a) Subject to the remainder of this Clause 7.2, the Security Agent may in writing appoint one or (at the same or different times) more persons qualified to act as a receiver of all or any part of the Charged Property if:
 - (i) this Security has become enforceable; or
 - (ii) the relevant Assignor so requests in writing at any time.
- (b) No appointment may be made pursuant to this Clause 7.2:
 - (i) solely as a result of the obtaining of, or with a view to obtaining, a moratorium under s1A IA; or
 - (ii) of an administrative receiver if that appointment would contravene s72A IA.
- (c) If at any time two or more persons hold office as Receivers, each of those Receivers shall (subject to the terms of his or her appointment) be entitled to exercise individually all of the rights conferred on Receivers under this Deed to

the exclusion of the other or others, unless the Security Agent shall specify to the contrary.

7.4 **Remuneration**

The Security Agent may from time to time reasonably fix the remuneration of any Receiver appointed by it. s109(6) and s(8) LPA shall not apply to a Receiver appointed under this Deed.

7.5 **Removal and replacement**

The Security Agent may:

- (a) subject to s45 IA, remove any Receiver by written notice; and
- (b) replace (by appointment pursuant to Clause **Error! Reference source not found. (Error! Reference source not found.)**) any Receiver whose appointment has terminated.

7.6 **Agent of the Assignors**

- (a) Any Receiver appointed under this Deed whether acting solely or jointly shall be deemed to be the agent of the Assignors and to be in the same position as a receiver appointed under the LPA.
- (b) The relevant Assignor shall be solely responsible for the acts, omissions, defaults, losses and misconduct of any Receiver and for his or her remuneration. The Security Agent shall not be in any way liable or responsible either to the relevant Assignor or to any other person for any Receiver.

7.7 **Powers of Receiver**

Each Receiver appointed under this Deed shall have in relation to the Charged Property all the powers conferred from time to time on receivers by the LPA and the IA (each of which is deemed incorporated in this Deed), so that the powers set out in schedule 1 IA (to the extent relevant) shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of any of the Assignors, each Receiver shall have power to:

- (a) comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by the Assignors under this Deed;
- (b) redeem any prior Security on or relating to or the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Assignors and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (c) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any of the Assignors or relating to any of the Charged Property; and

- (d) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 7.7, or otherwise incidental or conducive to the preservation, improvement or realisation of and the Charged Property, and use the name of any of the Assignors for all such purposes,

and in each case may use the name of any of the Assignors and exercise the relevant power in any manner which they may reasonably think fit.

8. SECURITY AGENT

The provisions set out in clause 34 (*Role of the Security Agent*) of the Facilities Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed.

9. APPLICATION OF ENFORCEMENT PROCEEDS

9.1 Order of Application

Unless otherwise determined by the Agent (acting on instructions from all the Lenders) or a Receiver, all amounts should be applied in the order set out in clause 34.31 (*Application of Proceeds*) of the Facilities Agreement.

9.2 Suspense account

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this Deed or otherwise on account of any of the Assignors' liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards the discharge of the Secured Obligations. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate.
- (b) If the security created by this Deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

10. PROTECTION OF SECURITY

10.1 Continuing Security

This security is to be a continuing security for the discharge of the Secured Obligations which will remain in full force unless and until the date on which all of the Secured Obligations have been paid or discharged in full.

10.2 Other Security

- (a) This security is to be in addition to and is not prejudiced by and shall not be affected by any other security or other right which the Security Agent or any

other Secured Party may now or after the date of this Deed hold for any of the Secured Obligations.

- (b) This security may be enforced against any of the Assignors without first having recourse to any other rights of the Security Agent or any other Secured Party.

10.3 Redemption of Prior Charges

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall be conclusive and binding on the Assignors. The principal monies and interest and all losses incidental to any such redemption or transfer shall be paid by the Assignors.

11. SET-OFF

In accordance with clause 38 (*Set-off*) of the Facilities Agreement, the Security Agent (acting on the instructions of the Secured Parties) may set-off any matured obligation due from an Assignor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Assignor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent (acting on the instructions of the Secured Parties) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

12. PARTIAL INVALIDITY

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

13. NOTICES

Clause 39 (*Notices*) of the Facilities Agreement shall apply to this Deed, with references to "this Agreement" being construed as references to this Deed and with such other changes as are appropriate to fit this context.

14. CHANGES TO PARTIES

14.1 Assignment by the Security Agent

The Security Agent may assign all of its rights under this Deed in accordance with the Finance Documents.

14.2 Changes to Parties

Each Assignor authorises and agrees to changes to parties under clause 30 (*Changes to the Lenders*) and clause 32 (*Changes to the Obligors*) of the Facilities Agreement.

15. MISCELLANEOUS

15.1 Invalidity of any Provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

15.2 Counterparts

This Deed 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 Deed.

15.3 Covenant to Release

Once all the Secured Obligations have been discharged or paid in full under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of the Assignors, as soon as reasonably practicable after receipt of that request, release and discharge this Security and re-assign the assets assigned to the Security Agent under this Deed to the Assignors (or as the Assignors shall direct) and take any other action which is necessary to release reassign or discharge (as appropriate) the Charged Property from the security constituted by this Deed.

16. GOVERNING LAW

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

17. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (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 19 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

EXECUTION:

The parties have shown their acceptance of the terms of this Deed by executing it, in the case of each Assignor as a deed, after the Schedules.

SCHEDULE 1
FORM OF NOTICE OF ASSIGNMENT

(to be delivered in accordance with Clause 5.4 (*Perfection of Security*) of this Deed).

NOTICE OF ASSIGNMENT

Warwick Street Investments LP (the "**Partnership**") entered into a multicurrency revolving capital call bridge facilities agreement originally dated _____ 2023 and in connection thereto the Partnership (among others) entered into a security agreement dated _____ 2023 in favour of Lloyds Bank Corporate Markets plc (the "**Security Agent**"). Under the terms of the security agreements, the Security Agent is granted first ranking security over certain collateral, including the claims, present and future of the Partnership, for payment of unpaid amounts of the Drawable Commitments (as such term is defined in the partnership agreements in respect of the Partnership) and any other amounts recallable under those partnership agreements (including, for the avoidance of doubt, under clause 8.6.2 thereof) and all related and accessory rights of the Partnership in relation thereto, including the right to issue drawdown notices to each of their limited partners which the Security Agent would only be entitled to enforce following a declared default under the bridge facilities.

SIGNATORIES

THE PARTNERSHIP

EXECUTED as a deed by **WARWICK**
STREET INVESTMENTS LP acting by
its manager **BRIDGEPOINT ADVISERS**
II LIMITED acting by two duly
authorised directors

)
)
)
)
)
)
)

Name:

ADAM JONES

Name:

RACHEL THOMPSON

THE MANAGER

EXECUTED as a deed for and on behalf
of **BRIDGEPOINT ADVISERS II**
LIMITED acting by two duly authorised
directors

)
)
)
)
)
)
)



Name: ADAM JONES



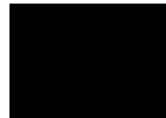
Name:

RACHEL THOMPSON

GENERAL PARTNER

EXECUTED as a deed by **BDC II GP LP**
acting by its manager
Bridgepoint Advisers II Limited
acting by two duly authorised directors:

)
)
)
)
)
)
)



Name: ADAM JONES



Name: RACHEL THOMPSON

THE SECURITY AGENT

for and on behalf of **LLOYDS BANK**
CORPORATE MARKETS PLC

by:



Name: Michael Easton
Title: Associate Director

and

Name:
Title: