



Registration of a Charge

Company Name: **BRIDGEPOINT ADVISERS II LIMITED**

Company Number: **06824647**



XD0PFS1S

Received for filing in Electronic Format on the: **09/04/2024**

Details of Charge

Date of creation: **28/03/2024**

Charge code: **0682 4647 0009**

Persons entitled: **COÖPERATIEVE RABOBANK U.A.**

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: **DEVYANI GARG, SOLICITOR, MAYER BROWN INTERNATIONAL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6824647

Charge code: 0682 4647 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2024 and created by BRIDGEPOINT ADVISERS II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2024 .

Given at Companies House, Cardiff on 10th April 2024

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**

Dated 28 March 2024

- (1) **MARBLE ARCH BG II CO-INVESTMENT
NO.1 LP** as Partnership
- (2) **BRIDGEPOINT ADVISERS II LIMITED** as
Manager
- (3) **COÖPERATIEVE RABOBANK U.A.** as
Security Agent

LIMITED PARTNERSHIP SECURITY ASSIGNMENT

MAYER | BROWN

L O N D O N

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THIS DEED is dated 28 March 2024 and made between:

- (1) **MARBLE ARCH BG II CO-INVESTMENT NO.1 LP**, a limited partnership registered in England and Wales with registered number LP023001 and its registered office at 5 Marble Arch, London, United Kingdom, W1H 7EJ, acting by its manager, Bridgepoint Advisers II Limited (the "**Partnership**");
- (2) **BRIDGEPOINT ADVISERS II LIMITED**, a limited 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
- (3) **COÖPERATIEVE RABOBANK U.A.** 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 Definitions

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 and, to demand payment in respect of the Drawable Partnership Commitments of each Limited Partner 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 the Assignor in relation to Drawable Partnership Commitments (including, without limitation, in relation to any failure to pay any amount of any Drawable Partnership Commitment) whether expressly provided for or not, and including the right to compel the performance and observance of the same, in each case under the Fund Documents;

"Assignors" means the Partnership 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 occurrence of an Event of Default which has resulted in the Agent exercising (or directing the Security Agent to exercise) any of its rights under clause 27.20 (*Acceleration*) of the Facility Agreement;

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

"Facility Agreement" means the £35,000,000 multicurrency revolving capital call bridge facility agreement originally dated 22 December 2023 and made between,

among others, the Original Borrowers, the Original Guarantors, Bridgepoint Advisers II Limited (as Original Manager), the financial institutions listed therein (as Original Lenders) and Coöperatieve Rabobank U.A. (as Agent and Security Agent), as may be amended and/or amended and restated from time to time;

"Finance Documents" has the meaning given to it in the Facility Agreement;

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

"Fund Documents" has the meaning given to it in the Facility Agreement;

"Fund Party" has the meaning given to it in the Facility Agreement;

"IA" means the Insolvency Act 1986;

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

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

"LPA" means the Law of Property Act 1925;

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

"Party" means a party to this Deed;

"Partnership Agreement" means the amended and restated limited partnership deed in respect of the Partnership dated 31 March 2023 and made between, among others, BG II GP LLP, BG II SFP LP and the limited partners referred to therein, as may be amended and/or amended and restated from time to time;

"Periodic Investor Report" means the quarterly 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 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 as principal or surety or in any other capacity); and

"Security" 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.

1.2 **Construction**

- (a) In this Deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facility Agreement have the same meanings when used in this Deed unless otherwise defined in this Deed;
 - (ii) the principles of construction contained in clause 1.2 (*Construction*) of the Facility Agreement apply equally to the construction of this Deed, except that references to the Facility Agreement will be construed as references to this Deed;
 - (iii) 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;
 - (iv) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
 - (v) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vi) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (vii) **"set off"** includes Scots law rights of retention, compensation and balancing accounts on insolvency; and
 - (viii) any **"Clause"** or **"Schedule"** is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its Schedules.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) The Parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 **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 covenants with the Security Agent that it shall pay or discharge the Secured Obligations at the times and in the manner provided in the relevant Finance Documents.

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 the 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 the 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.

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 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 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 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 Facility 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 Facility 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 within 60 Business Days after the Quarter End immediately following the first Utilisation of the Facility Agreement); and
- (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 Limited Partner as soon as the next Periodic Investor Report becomes available (but in any event within 60 Business Days after the Quarter End immediately following the date on which such person or entity becomes a Limited Partner),

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 one 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 and subject to clause 27.21 (*Drawdown Notices*) of the Facility Agreement, is for the purpose of enabling the exercise any rights that such Assignor has to:
 - (i) issue Drawdown Notices to any Limited Partner in respect of its Drawable Partnership Commitments;
 - (ii) enforce all rights and remedies available to the Assignors in respect of payment of any Drawable Partnership Commitments;
 - (iii) cause the Assignors to apply any amount received by way of Drawable Partnership 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 and subject at all times to clause 27.21 (*Drawdown Notices*) of the Facility Agreement:

- (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 Appointment of Receiver

- (a) Subject to Clause 7.2(c), if:
 - (i) a Declared Default has occurred; or
 - (ii) an Assignor so requests in writing at any time,
 the Security Agent may by writing under hand appoint any person (or persons) qualified to act as Receiver of all or any part of the Charged Property.
- (b) s109(1) LPA shall not apply to this Deed.
- (c) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under s1A IA in relation to any of the Assignors, or anything done with a view to obtaining such a moratorium.

7.3 Appropriation

- (a) In this Deed, **"financial collateral"** has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended (the **"Regulations"**).
- (b) At any time after a Declared Default, and to the extent that the provisions of the Regulations apply to all or any part of the Charged Property, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral by reference to an independent valuation or other procedure determined by the Security Agent, acting reasonably, at the time of the appropriation.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
 - (i) the Security Agent must account to the relevant Assignor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) the Assignors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

8. EXTENSION AND VARIATION OF STATUTORY POWERS

8.1 Section 101 LPA powers

The power of sale and other powers conferred by s101 LPA shall arise on the date of this Deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this Deed, but such powers are not exercisable until the security constituted by this Deed has become enforceable.

8.2 Restrictions disapplied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by s93(1) and s103 respectively LPA shall not apply to the security constituted by this Deed.

9. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

9.1 Receiver as Agent

Each Receiver shall be the agent of the Assignors which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

9.2 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 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 9.2, or otherwise incidental or conducive to the preservation, improvement or realisation of 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.

9.3 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

9.4 Remuneration of Receiver

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.

9.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

10. PROTECTION OF THIRD PARTIES

10.1 No obligation to enquire

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

10.2 Receipt conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

11. SECURITY AGENT

The provisions set out in clause 32 (*Role of the Security Agent*) of the Facility Agreement shall govern the rights, duties and obligations of the Security Agent under this Deed.

12. APPLICATION OF ENFORCEMENT PROCEEDS

12.1 Order of application

Unless otherwise determined by the Security Agent or a receiver, all amounts should be applied in the order set out in clause 32.32 (*Application of proceeds*) of the Facility Agreement.

12.2 Suspense account

Until the Secured Obligations are paid in full, the Security Agent 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.

13. PROTECTION OF SECURITY

13.1 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.

13.2 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.

13.3 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.

14. SET-OFF

In accordance with clause 36 (*Set-off*) of the Facility Agreement, after the occurrence of a Declared Default, 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.

15. NOTICES

Clause 37 (*Notices*) of the Facility 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.

16. CHANGES TO PARTIES

16.1 Assignment by the Security Agent

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

16.2 Changes to Parties

Each Assignor authorises and agrees to changes to parties under clause 28 (*Changes to the Lenders*) and clause 30 (*Changes to the Obligors*) of the Facility Agreement.

17. MISCELLANEOUS

17.1 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.

17.2 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.

17.3 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.

18. GOVERNING LAW

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

19. 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 Schedule.

SCHEDULE
FORM OF NOTICE OF ASSIGNMENT

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

NOTICE OF ASSIGNMENT

Marble Arch BG II Co-Investment No.1 LP (the "**Partnership**") entered into a GBP35,000,000 bridge facility agreement dated 22 December 2023 pursuant to an accession deed dated [●] March 2024 and in connection thereto the Partnership (among others) entered into a security agreement dated [●] March 2024 in favour of Coöperatieve Rabobank U.A. (the "**Security Agent**"). Under the terms of the security agreement, 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 Commitments (as such term is defined in the limited partnership agreement of the Partnership) and any amounts recallable under the limited partnership agreement of the Partnership (including, for the avoidance of doubt, under clause 8.7.2 thereof) and all related and accessory rights of the Partnership in relation thereto, including the right to issue drawdown notices to each of its limited partners which the Security Agent would only be entitled to enforce following a declared default under the bridge facility.

SIGNATORIES

THE PARTNERSHIP

EXECUTED as a deed by
**MARBLE ARCH BG II CO-
INVESTMENT NO.1 LP**
acting by its manager,
**BRIDGEPOINT ADVISERS II
LIMITED**

by:

Name:
Title:

Adam Jones
Group Chief Financial Officer

and

Name:
Title:

Rachel Thompson
Group General Counsel

THE MANAGER

EXECUTED as a deed by
**BRIDGEPOINT ADVISERS II
LIMITED**

by:

Name:
Title:

Adam Jones
Group Chief Financial Officer


and


Name:
Title:

Rachel Thompson
Group General Counsel

for and on behalf of
COÖPERATIEVE RABOBANK U.A.

Name:
Title:


 J. A. van der Horst
 Senior Officer Syndicated Loans Agency
 Rabobank, Proxy AB


 Rabobank
 I. L. van Helden
 (Proxy AB)