



Registration of a Charge

Company name: **Bridgepoint Advisers Holdings**

Company number: **01899316**



X6759N8Q

Received for Electronic Filing: **24/05/2017**

Details of Charge

Date of creation: **17/05/2017**

Charge code: **0189 9316 0002**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

Contains floating 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 COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **BEATRICE BERGLUND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1899316

Charge code: 0189 9316 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2017 and created by Bridgepoint Advisers Holdings was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 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**

DATED

17 May 2017


BRIDGEPOINT ADVISERS HOLDINGS
BRIDGEPOINT ADVISERS LIMITED
BRIDGEPOINT ADVISERS II LIMITED
(as Chargors)

- and -

LLOYDS BANK PLC
(as Security Agent)

SECURITY OVER CASH DEPOSITS

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me



Name: Beatrice Berglund

Title: Solicitor

Date: 19 May 2017



Ref: F3/MJC/BERGLUNB/5631001

10143L/006883

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London

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THIS DEED is made on

17 May 2017

BETWEEN:

- (1) The Entities listed in Schedule 1 (*The Chargors*) (the "**Chargors**" and each a "**Chargor**"); and
- (2) **Lloyds Bank plc** as Security Agent.

WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless the context otherwise requires, words or expressions defined in the Facility Agreement shall have the same meanings in this Deed and this construction shall survive the termination of the Facility Agreement. In addition, in this Deed:

"Account Bank" means Lloyds Bank plc.

"Assets" means all of the Chargors' undertaking, property, assets, revenues and rights of every description (or any of them).

"Charged Accounts" means the accounts listed in Schedule 2 (*The Charged Accounts*) operated by the Account Bank and (where the context permits) includes:

- (a) any additional and/or substitute account(s) in the future opened with the Account Bank for the deposit or holding of all or part of the Deposit(s); and
- (b) any such listed, additional and/or substitute account as redesignated and/or renumbered from time to time,

in each case, whether any such account is opened in the name of a Chargor or in the Account Bank's name.

"Deposit(s)" means all sums of money in any currency:

- (a) deposited or paid by any person now or at any time in the future to the credit of the Charged Accounts;
- (b) representing interest on any sums deposited or paid or held as set out in paragraph (a) above which is credited to the Charged Accounts; and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in paragraphs (a) and/or (b) above.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between the Original Borrower, the Chargors (as Original Guarantors) and Lloyds Bank plc (as Arranger, Original Lender, Agent and Security Agent).

"Finance Document" means the Facility Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Subordination Agreement, this Deed, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Obligors' Agent.

"Finance Party" means the Agent, the Arranger, the Security Agent or a Lender.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003.

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.1 (*Charging clause*).

"Liabilities" means all present and future liabilities and obligations at any time of any Chargor to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly together with claims of any Finance Party in respect of any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Chargor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings.

"Party" means a party to this Deed.

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by the Chargors 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

"Secured Party" means each Finance Party and any Receiver or Delegate.

"Security Agent" means Lloyds Bank plc acting as security agent and trustee for the Secured Parties including any successor appointed by the Secured Parties pursuant to the Finance Documents.

1.2 Interpretation: Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Deed.

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees.
- (b) **"including"** and **"in particular"** shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "in particular, but without limitation";
- (c) A **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).
- (d) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly.

- (e) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning.
- (f) Subject to Clause 16.4 (*Variations*), references to this Deed or to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document or to the nature or amount of any facilities made available under such other document.
- (g) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (h) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed.
- (i) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (j) Headings in this Deed are inserted for convenience and shall not affect its interpretation.
- (k) A Default (including an Event of Default) is **"continuing"** for the purposes of the Finance Documents if it has not been remedied or waived.

2. COVENANT TO PAY

2.1 **Covenant to pay:** Each Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Secured Parties) that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.

2.2 **Proviso:** The covenants contained in this Clause 2 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 Each Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Obligations, charges to the Security Agent (as trustee for the Secured Parties) by way of floating charge the Deposit(s) together with all other rights and benefits accruing to or arising in connection with the Deposit(s) and each Charged Account, including all interest from time to time accruing on such Deposit(s).

3.2 The execution of this Deed by the Chargors and the Security Agent shall constitute notice to the Account Bank of the charge created over the Charged Accounts.

4. CRYSTALLISATION

4.1 **Crystallisation by notice:** The floating charge created by each Chargor in Clause 3.1 (*Charging Clause*) may, subject to Clause 4.5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if:

- (a) a Declared Default has occurred;
- (b) the Security Agent in good faith considers that a Default under Clause 25.6 (*Insolvency*) or Clause 25.7 (*Insolvency Proceedings*) of the Facility Agreement has occurred and is continuing;
- (c) the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Deed may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (d) a circumstance envisaged by paragraph (a) of Clause 4.2 (*Automatic Crystallisation*) occurs and the Security Agent in good faith considers that such crystallisation is desirable in order to protect the priority of its security.

Such crystallisation shall take effect over the Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 **Automatic crystallisation:** If, without the Security Agent's prior written consent:

- (a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets (other than Permitted Security);
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset (except to the extent that such disposal is not otherwise prohibited by any Finance Document); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- (c) an Event of Default under Clause 25.6 (*Insolvency*) or 25.7 (*Insolvency Proceedings*) of the Facility Agreement has occurred,

then the floating charge created by Clause 3.1 (*Charging clause*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 **Future Floating Charge Assets:** Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.1 (*Charging clause*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

4.4 **Reconversion:** Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or Clause 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice.

4.5 **Moratorium Assets:** The floating charge created by each Chargor in Clause 3.1 (*Charging clause*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

5. POWERS EXERCISABLE BY THE SECURITY AGENT IN RELATION TO THE CHARGED ACCOUNTS

5.1 The Security Agent may at any time following the occurrence of a Declared Default enforce this security, without notice to a Chargor and without any further or other consent from any Chargor, by applying or transferring as the Security Agent thinks fit all or part of the Deposit(s) at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or part of the Secured Obligations.

5.2 The Security Agent shall not be liable for any loss sustained by a Chargor in consequence of the exercise of the Security Agent's rights under this Deed, including (without limitation) any loss of interest caused by the determination before maturity of any Charged Account or by the fluctuation in any exchange rate at which currency may be bought or sold by the Security Agent.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Except as permitted under the Facility Agreement, the Chargors shall not, without the prior written consent of the Security Agent, create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its rights and interests in or to any of the Charged Accounts or any Deposit(s).

7. RIGHT OF APPROPRIATION

7.1 **Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over the Deposit(s) provided under or pursuant to this Deed by the Chargors will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 **Right of Appropriation:** To the extent that the Financial Collateral Regulations apply to the Deposit(s), the Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with its terms, by notice in writing to the Chargors appropriate with immediate effect all or any of the Deposit(s) and apply it in or towards the discharge of the Secured Obligations, whether such Deposit(s) are held by the Security Agent or otherwise.

7.3 **Value:** The value of the Deposit(s) appropriated under Clause 7.2 (*Right of Appropriation*) shall be the face value of each such Deposit at the time of appropriation, as converted, where necessary, into euro at a market rate of exchange selected by the Security Agent (acting reasonably) prevailing at the time of appropriation.

7.4 **Surplus or Shortfall:** The Security Agent will account to each Chargor for any amount by which the value of the appropriated Deposit(s) exceeds the Secured Obligations and each Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Deposit(s) is less than the Secured Obligations.

7.5 **Confirmation:** Each Chargor agrees that the method of valuing the Deposit(s) under Clause 7.3 (*Value*) is commercially reasonable.

8. CONTINUING SECURITY

This Deed shall be a continuing security for the Secured Parties unless and until discharged by the Security Agent in writing, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Secured Party as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party.

9. OPENING OF NEW ACCOUNTS

9.1 Creation of new account: On receiving notice that any Chargor has granted any Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Finance Document, a Secured Party may rule off all its accounts and open new accounts with that Chargor.

9.2 Credits to new account: If a Secured Party does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the relevant Chargor to that Secured Party shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from that Chargor to such Secured Party at the time when it received such notice.

10. SECURITY AGENT

10.1 Security Agent as trustee: The Security Agent declares itself to be a trustee of this Deed (and any other Security created in its favour pursuant to this Deed) for the Secured Parties. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Facility Agreement.

10.2 Trustee Act 2000: The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

10.3 No partnership: Nothing in this Deed shall constitute or be deemed to constitute a partnership between any of the Secured Parties and the Security Agent.

11. SET-OFF

11.1 If a Declared Default shall have occurred the Security Agent may at any time without prior notice or demand apply all or any part of any Deposit(s) in or towards payment of the Secured Obligations.

11.2 Where any of the Secured Obligations is denominated in a currency which is different to that of the relevant Deposit(s), the Security Agent may, in order to exercise its rights under Clause 11.1 convert either obligation at a market rate of exchange in its usual course of business.

12. TRANSFER BY A SECURED PARTY

(a) Any Secured Party may at any time assign and transfer all or any of its rights in relation to this Deed to any person or otherwise grant any of the interest in them to any person to the extent that is permitted to transfer its rights under the terms of the relevant Finance Documents.

(b) The Security Agent may assign and transfer all of its rights and obligations under this Deed to any replacement Security Agent appointed in accordance with the Facility Agreement. Upon such assignment and transfer becoming effective, the

replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Secured Parties (including itself) for the purposes of this Deed in replacement of the previous Security Agent.

- (c) Each Chargor agrees (without prejudice to the generality of its obligations under clause 24.26 (*Further Assurance*) of the Facility Agreement) that should a replacement Security Agent be appointed which is not the same financial institution as the Account Bank, each Chargor will execute upon request new Security over the Deposit(s) and do all such acts and execute all such documents to perfect or protect that new Security.

13. APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER

- 13.1 **Order of priority:** Any money received or realised under the powers conferred by this Deed shall be paid or applied in accordance with the terms of the Facility Agreement and the Subordination Agreement.
- 13.2 **Suspense account:** Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Security Agent may place and keep to the credit of a suspense account any money received from or realised in respect of the Chargors' liability under this Deed. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any 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.
- 13.3 **Discretion to apply:** Until all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Obligations or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

14. RELEASE OF SECURITY

- 14.1 **Redemption:** Subject to Clause 14.2 (*Avoidance of Payments*), if all Secured Obligations have been irrevocably paid in full and none of the Secured Parties are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Agent will (at the request and cost of the Chargors), execute and do all such reasonable acts as may be necessary promptly to release the Assets from the Security constituted by this Deed.
- 14.2 **Avoidance of Payments:** If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Obligations is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargors under this Deed and the Security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

15. THIRD PARTY RIGHTS

- 15.1 **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999 the provisions of Clause 11 (*Set-off*), and Clause 12 (*Transfer by a Secured Party*) shall be directly enforceable by a Secured Party.
- 15.2 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided in Clause 15.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party, to enforce any term (express or implied) of this Deed.

- 15.3 **Rights of the Parties to vary:** The Parties may by agreement vary any term of this Deed (including this Clause 15) without the necessity of obtaining any consent from any other person.

16. **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

- 16.1 **Delay etc:** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Secured Party, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.
- 16.2 **Severability:** No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.
- 16.3 **Illegality, invalidity, unenforceability:** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.
- 16.4 **Variations:** No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by all Parties.
- 16.5 **Consents:** Save as otherwise expressly specified in this Deed, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

17. **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.

18. **NOTICES**

- 18.1 **Communications in writing:** Any communication to be made under or in connection with this Deed shall be made in accordance with the notice provisions of the Facility Agreement.
- 18.2 **Addresses:** If no address and fax number have been provided for the Chargors under the Facility Agreement, then the address and fax number (and the officer, if any, for whose attention the communication is to be made) of each Chargor for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name in Schedule (*The Chargors*) or any substitute address, fax number or officer as a Chargor may notify to the Security Agent by not less than five Business Days' notice.

19. **SECURITY AGENT**

The provisions of clause 30 (*Role of Security Agent*), clause 38 (*Remedies and Waivers*) and clause 39 (*Amendments and waivers*) of the Facility Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full.

20. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

21. ENFORCEMENT**21.1 Jurisdiction of English courts**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Finance Parties, the Finance Parties are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more Finance Parties, that Chargor shall bring such counter-claim before the court seized of the Finance Party's claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Finance Parties from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

21.2 Waiver of Immunity

Each Chargor (to the fullest extent permitted by law) irrevocably and unconditionally

- (a) agrees not to claim any immunity from proceedings brought against it by any Secured Party in relation to any Finance Document, and to ensure that no such claim is made on its behalf;
- (b) waives all rights of immunity in respect of it or its assets; and
- (c) consents generally in respect of such proceedings to the giving of relief or the issue of any process in connection with such proceedings.

THIS DEED has been executed by the Chargors as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

- 10 -
SCHEDULE 1

The Chargors

Name of Chargor	Registration number	Address for Service and Fax Number
Bridgepoint Advisers Holdings	01899316	95 Wigmore Street London W1U 1FB Fax No.: +44 20 7034 3600 Attn: Group Finance Director Email: notices@bridgepoint.eu
Bridgepoint Advisers Limited	03220373	95 Wigmore Street London W1U 1FB Fax No.: +44 20 7034 3600 Attn: Group Finance Director Email: notices@bridgepoint.eu
Bridgepoint Advisers II Limited	06824647	95 Wigmore Street London W1U 1FB Fax No.: +44 20 7034 3600 Attn: Group Finance Director Email: notices@bridgepoint.eu

SCHEDULE 2**The Charged Accounts**

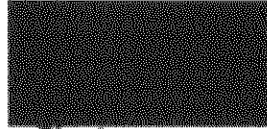
Chargor	Account Name	IBAN
Bridgepoint Advisers Holdings	Bridgepoint Advisers Holdings Ltd	
Bridgepoint Advisers Holdings	Bridgepoint Advisers Holdings Ltd	
Bridgepoint Advisers Holdings	Bridgepoint Advisers Holdings	
Bridgepoint Advisers Limited	Bridgepoint Advisers Ltd	
Bridgepoint Advisers Limited	Bridgepoint Advisers Ltd	
Bridgepoint Advisers Limited	Bridgepoint Advisers Ltd	
Bridgepoint Advisers Limited	Bridgepoint Advisers Ltd	
Bridgepoint Advisers Limited	Bridgepoint Advisers Ltd	
Bridgepoint Advisers II Limited	Bridgepoint Advisers II Ltd	
Bridgepoint Advisers II Limited	Bridgepoint Advisers II Ltd	

EXECUTION PAGE

THE CHARGORS

Executed as a Deed
by **BRIDGEPOINT ADVISERS HOLDINGS**
acting by: *Paul Ganner*

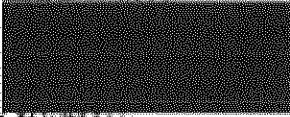
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Director

in the presence of:

Signature of witness:



Name of witness:

James Mellock


Address of witness:

95 Wigmore Street London, W1U 1FB

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Director

Director:



James SheRock

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 104

Executed as a Deed
by **BRIDGEPOINT ADVISERS II LIMITED**
acting by: *Paul Cinner*

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)
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)
)
) ... Director

in the presence of:

Signature of witness:

Name of witness:

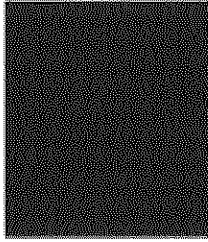
James Shevock

Address of witness:

95 Wigmore Street London, W1U 1FB

THE SECURITY AGENT

Signed by
for and on behalf of
LLOYDS BANK PLC



CHRIS REES
ASSOCIATE DIRECTOR

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)
)
)
Authorised Signatory

Address: 10 Gresham Street, London EC2V 7AE
Fax: 020 7158 3297
Attention: Roger Fox / Kellie Light