



Registration of a Charge

Company name: **HG POOLED MANAGEMENT LIMITED**

Company number: **02055886**



X99P211F

Received for Electronic Filing: **20/07/2020**

Details of Charge

Date of creation: **07/07/2020**

Charge code: **0205 5886 0025**

Persons entitled: **WELLS FARGO BANK N.A., LONDON BRANCH AS SECURITY TRUSTEE
FOR THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SHEPHERD AND WEDDERBURN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2055886

Charge code: 0205 5886 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2020 and created by HG POOLED MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2020 .

Given at Companies House, Cardiff on 21st July 2020

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



Companies House



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



SHEPHERD & WEDDERBURN

SUPPLEMENTAL ASSIGNATION IN SECURITY

by

HG SATURN 2 B L.P.

HG SATURN 2 GENERAL PARTNER L.P. INC

HG SATURN 2 GENERAL PARTNER (GUERNSEY) LIMITED

and

HG POOLED MANAGEMENT LIMITED

in favour of

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

Re: rights of Hg Saturn 2 B L.P to, *inter alia*, the undrawn commitments
of its partners

SUPPLEMENTAL ASSIGNATION

BETWEEN

- (1) **HG SATURN 2 B L.P.**, a limited partnership registered in Scotland with limited partnership number SL034006 whose principal place of business is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey GY1 2HL, acting by its manager, the Original Manager ("**HG2B**");
- (2) **HG SATURN 2 GENERAL PARTNER L.P. INC.**, a limited partnership registered in Guernsey (with separate legal personality) with registration number 3402 whose principal place of business is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPLP**") acting by its manager, the Original Manager;
- (3) **HG SATURN 2 GENERAL PARTNER (GUERNSEY) LIMITED** a non-cellular company limited by shares registered in Guernsey (company number: 66742), whose registered office is at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, Channel Islands, GY1 2HL ("**GPCo**").
- (4) **HG POOLED MANAGEMENT LIMITED**, a company incorporated in England and Wales with company number 2055886 whose registered office is at 2 More London Riverside, London, SE1 2AP (the "**Original Manager**");

each of HG2B, GPLP, GPCo and the Original Manager being an "Assignor" and together the "Assignors"; and

- (5) **WELLS FARGO BANK N.A., LONDON BRANCH** as security trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as security trustee, or as an additional trustee, for the purposes of the Facility Agreement).

RECITALS:

- (A) The Assignors have entered into a Facility Agreement dated 01 April 2020 between, *inter alios*, the Assignors, the Security Agent and the financial institutions named (and in the various capacities stated) therein, as amended, novated, supplemented, extended, restated or replaced from time to time (the "**Facility Agreement**").
- (B) Pursuant to the Facility Agreement, the Assignors have entered into an assignation in security in favour of the Security Agent dated 31 March 2020, with an effective date of 01 April 2020 in favour of the Security Agent (the "**Assignment**") in respect of various rights to receive undrawn commitments and other payments under the Partnership Agreement (as that term is defined in the Assignment); and
- (C) Further partners have been assumed or substituted, or partners have increased their commitments or the assignation or transfer of the interests of partners has taken place in accordance with the terms of the Partnership Agreement since the date of the Assignment

and this supplemental assignment requires to be entered into pursuant to Clause 4 of the Assignment.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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

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

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

"Relevant Partners" means any further partner which has been assumed or substituted, any partner which has increased its commitment, and any assignee or transferee of the interest of a partner, in accordance with the terms of the Partnership Agreement since the date of the Assignment.

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

2. UNDERTAKING TO PAY

2.1 Undertaking to Pay

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

2.2 Limited Recourse

- (a) Notwithstanding any provision in this Supplemental Assignment or any other Finance Document to the contrary, the Original Manager's liability under any Finance Documents may be discharged from, and the recourse of the Finance Parties is limited to, the assets or rights over which the Original Manager may grant Transaction Security and the Finance Parties may not seek to recover any shortfall in the amounts payable to them by bringing proceedings against the Original Manager, in all cases except where such shortfall arises in connection with the fraud of the Original Manager or due to a Wilful Default by the Original Manager.
- (b) Subject to paragraph (a) above, each Party agrees that the Original Manager will not be liable for any amount under the Finance Documents and that such Party

will in no event have any form of monetary claim (whether by way of damages, indemnification or any other form of monetary claim) under or in respect of the Finance Documents against the Original Manager, in all cases except where such liability or claim arises in connection with the fraud of the Original Manager or due to a Wilful Default by the Original Manager.

3. ASSIGNATION

3.1 Assignment of the right to issue and deliver Drawdown Notices

HG2B, the Original Manager, GPLP and GPCo each assign absolutely to the Security Agent all of their right, title and interest, present and future (if any), to issue and deliver Drawdown Notices in respect of the Drawable Commitments pursuant to the terms of the Partnership Agreement and all of their present and future rights, title and interest in or to all Related Rights (if any) as continuing Security for the payment and discharge of all the Secured Obligations.

3.2 Assignment of other rights

HG2B, the Original Manager, GPLP and GPCo each assign absolutely to the Security Agent all of its right, title and interest, present and future (if any), to all other rights, titles, powers and privileges related to or arising out of its rights to the Drawable Commitments and to enforce any payments thereof or any guarantees thereof now existing or hereafter arising, pursuant to all rights and remedies contemplated under the Partnership Agreement relating to the obligations to fund Drawable Commitments and all of its present and future rights, title and interest in or to all Related Rights (if any) as continuing Security for the payment and discharge of all the Secured Obligations.

3.3 Intimation and acknowledgement by the Assignors

HG2B hereby intimates to the Original Manager, GPLP and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**Partnership Intimation**"), the Original Manager hereby intimates to HG2B, GPLP and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**Manager Intimation**"), GPLP hereby intimates to HG2B, the Original Manager and GPCo the assignment made in terms of Clauses 3.1 and 3.2 (the "**GPLP Intimation**"), and GPCo hereby intimates to HG2B, the Original Manager and GPLP the assignment made in terms of Clauses 3.1 and 3.2 (the "**GPCo Intimation**") and together with the Partnership Intimation, the Manager Intimation, and the GPLP Intimation, the "**Intimations**") hereof and each Assignor by its respective execution hereof acknowledges the relevant Intimations and confirms that it has received no notice that the relevant Assignor has assigned, charged, pledged or otherwise disposed of or encumbered any of its rights or benefits under the Partnership Agreement or any other documents ancillary thereto, that it has no notice of any diligence executed in respect thereof, that payments will be made in respect of the Assigned Rights in accordance with the Facility Agreement (and without any set-off, under the Partnership Agreement or otherwise) and that it otherwise acknowledges and consents to and undertakes to act in compliance with the terms of this Supplemental Assignment and not to vary the Partnership Agreement other than in accordance with the Facility Agreement and further

acknowledges that monies comprised in the Assigned Rights may be paid and dealt with as provided for in the Facility Agreement.

3.4 Security Agent Assumes No Obligations

The Security Agent shall not become a Partner or be liable in any way to the relevant Assignor or the other Partners or any other person under the Partnership Agreement or otherwise by virtue of this Supplemental Assignment or its actions or failure to act pursuant to this Supplemental Assignment or by virtue of the failure by the Original Manager, GPLP or GPCo or any other person to perform any obligations under the Partnership Agreement or relative thereto or otherwise and shall not be under any obligation in relation to the Assigned Rights as a consequence of this Supplemental Assignment and each Assignor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Rights.

3.5 Release

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

4. INCORPORATION OF ASSIGNATION

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

5. COUNTERPARTS

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

6. GOVERNING LAW

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

7. ENFORCEMENT

7.1 Jurisdiction of Scottish Courts

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

- (c) This Clause 7 is for the benefit of the Security Agent only. As a result and notwithstanding paragraph (a) of this Clause 7.1, it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

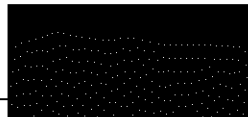
IN WITNESS WHEREOF this Supplemental Assignment consisting of this and the preceding 5 pages, together with the schedule annexed hereto, is executed in counterpart by the parties as undemoted, with an effective date of 7 July 2020 and with the counterparts executed by the Assignors and the Security Agent being treated as delivered on such date in such order:

The Assignors

Subscribed for and on behalf of)
HG SATURN 2 B L.P.)
 acting by its manager)
HG POOLED MANAGEMENT)
LIMITED




At London

On 6 July 2020

By Juan Campos 
 Full Name Signature, Authorised Signatory

Luke Finch 
 Full Name Signature, Authorised Signatory

in the presence of:


 Signature of witness 
 Name of witness ELIZA FINCH
 Address of witness 

Subscribed for and on behalf of)
 HG SATURN 2 GENERAL PARTNER)
 L.P. INC.)
 acting by its manager)
)
 HG POOLED MANAGEMENT LIMITED)


At London

On 6 July 2020

By


Juan Campos

Full Name


 Signature, Authorised Signatory

Luke Finch

Full Name


 Signature, Authorised Signatory

in the presence of:



SARAH KOSSMATIK



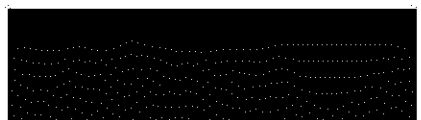
Signature of witness

Name of witness

Address of witness



ELIZA FINCH



Subscribed for and on behalf of)
HG SATURN 2 GENERAL PARTNER)
(GUERNSEY) LIMITED

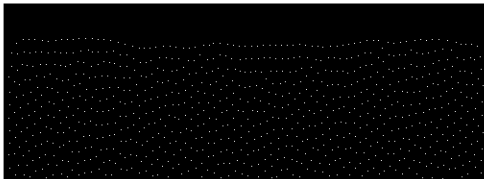
At

GUERNSEY

On

02 JULY 2020

By



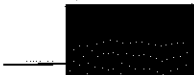
J. Nicolle

James Nicolle
Director

Signature of director

Name of director

in the presence of:



REBECCA KEARNS

ROYAL PLAZA

ROYAL AVENUE

ST PETER PORT, GUERNSEY

Signature of witness


Name of witness

Address of witness

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

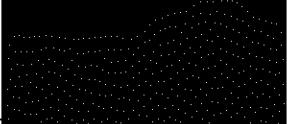
At London

On 6 July 2020

By 
Juan Campos

Signature of Authorised Signatory

Name of Authorised Signatory


Luke Finch

Signature of Authorised Signatory

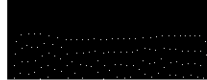
Name of Authorised Signatory

in the presence of:


SARAH GOLD SMITH

Signature of witness


Name of witness



ELIZA FINCH



Address of witness



The Security Agent

Subscribed for and on behalf of

WELLS FARGO BANK N.A., LONDON BRANCH


At:

LONDON

On:

3 July 2020

By:



Name:

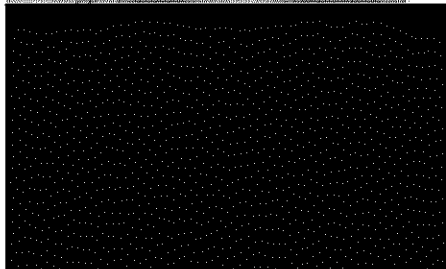
TRAVIS CHERNICHEN

Title:

DIRECTOR

in the presence of:

REGAN WATSON



Signature of witness

Name of witness

Address of witness

**This is the Schedule referred to in the preceding Supplemental Assignment in Security
among Hg Saturn 2 B L.P., Hg Saturn 2 General Partner L.P. Inc., Hg Saturn 2 General
Partner (Guernsey) Limited and Hg Pooled Management Limited in favour of Wells
Fargo Bank N.A., London Branch as Security Agent**

Partners as at date of foregoing Supplemental Assignment:

General Partner

1. Hg Saturn 2 General Partner L.P. Inc.

Limited Partners

- 1 CPP Investment Board Private Holdings (4) Inc.
- 2 Kaiser Foundation Hospitals
- 3 Kaiser Permanente Group Trust
- 4 StepStone H Opportunities Fund Holdings, L.P.
- 5 IMPCE 2020 Inc.
- 6 NAEV Alternative Investments SCS SICAV-FIS-NAEV Private Equity P
- 7 Partners Group EKBO S.C.A., SICAV-RAIF
- 8 Partners Group Global Value 2017, L.P. Inc
- 9 Partners Group KVV FCP-RAIF
- 10 Vega Invest (Guernsey) Limited
- 11 Partners Group Global Value 2017 S.C.A., SICAV-SIF
- 12 Hampshire County Council as administering authority of the Hampshire Pension Fund
- 13 A University Endowment Fund
- 14 Border to Coast Cumbria LP
- 15 Border to Coast Durham LP
- 16 Border to Coast East Riding LP
- 17 Border to Coast South Yorkshire LP

- 18 Border to Coast Surrey LP
- 19 Border to Coast Teeside LP
- 20 Border to Coast Tyne & Wear LP
- 21 Border to Coast Warwickshire LP
- 22 Sjatte AP-Fonden
- 23 ICG Enterprise Trust plc
- 24 ICG ET Partnership Nominee Limited
- 25 MIC Capital Management 66 RSC Ltd
- 26 Varma Mutual Pension Insurance Company
- 27 SA Investment Holdings 9 Limited
- 28 Retirement Income Plan Trust of the Saudi Arabian Oil Company
- 29 LeAtid Pension Funds Management Company Ltd. solely on behalf of Atidit Pension Fund
- 30 Harel Insurance Company Ltd. (Nostro)
- 31 Harel Insurance Company Ltd. (Participating Funds)
- 32 Harel Pension and Provident Ltd. solely on behalf of Harel General Plan
- 33 Harel Pension and Provident Ltd. solely on behalf of Harel Pension
- 34 Harel Pension and Provident Ltd. solely on behalf of Harel Provident Fund
- 35 Harel Pension and Provident Ltd. solely on behalf of Harel Provident Investment for Children
- 36 Harel Pension and Provident Ltd. solely on behalf of Harel Provident Investment
- 37 Harel Pension and Provident Ltd. solely on behalf of Harel Study Fund
- 38 Tzava Hakeva Saving Fund – Provident Funds Management Company Ltd. solely on behalf of Tzva Hakeva Savings Fund
- 39 MetLife International PE Fund VII, LP
- 40 HarbourVest Reynolds Fund I L.P.

- 41 Duurzaam OG Maatschap Exega
- 42 Tim Vandecasteele
- 43 Swift Capital Portfolio II GmbH & Co. KG
- 44 Ophelia Investments-Private Equity II
- 45 The Public Investment Fund
- 46 BCE-Invest GmbH
- 47 La Unión S.à r.l. – SPF
- 48 Fifth Stockholm Global Private Equity LP
- 49 A German regulated investor
- 50 NBC Private Markets GmbH
- 51 OIC Private Markets GmbH
- 52 TUC Private Markets GmbH
- 53 ZTC Private Markets GmbH
- 54 PCFG Private Equity Investments
- 55 Talisman Strategic Fund Ltd
- 56 Chengdong Investment Corporation