



Registration of a Charge

Company name: **MREF IV GP LIMITED**

Company number: **10640034**



X819JQQ2

Received for Electronic Filing: **15/03/2019**

Details of Charge

Date of creation: **07/03/2019**

Charge code: **1064 0034 0006**

Persons entitled: **SILICON VALLEY BANK**

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: **REED SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10640034

Charge code: 1064 0034 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2019 and created by MREF IV GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2019 .

Given at Companies House, Cardiff on 18th March 2019

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 7 March 2019

(1) MREF IV "A" LIMITED PARTNERSHIP

(as Chargor)

(2) MREF IV GP LIMITED

(3) SILICON VALLEY BANK

(as Lender)

ACCOUNT CHARGE

EXECUTION VERSION

REFERENCE: 767927.00045

Certified as a true copy of the original instrument
other than material redacted pursuant to s.859G of
the Companies Act 2006

Reed Smith LLP

Reed Smith LLP

Date 16 March 2019

ReedSmith

EXECUTION VERSION

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EXECUTION VERSION

THIS DEED is made as a deed on 7 March 2019 between the following parties:

- (1) **MREF IV "A" LIMITED PARTNERSHIP**, a limited partnership incorporated and registered in England and Wales with partnership number LP017901 and having its registered office at 10 Grosvenor Street, London W1K 4QB, acting through its general partner, MREF IV GP Limited ("**the Chargor**");
- (2) **MREF IV GP LIMITED**, a private limited company incorporated and registered in England and Wales with registered number 10640034 and having its registered office at 10 Grosvenor Street, Mayfair, London W1K 4QB, in its own capacity and in its capacity as the general partner of the Chargor ("**General Partner**"); and
- (3) **SILICON VALLEY BANK**, registered in England and Wales under numbers BRO14561 and FCO29579 of Alphabeta, 14-18 Finsbury Square, London EC2A 1BR as lender (the **Lender**).

WHEREAS

- (A) The Lender has executed the Facility Agreement pursuant to which certain loan facilities have been made available to the Original Borrowers. Utilisation under the Facility Agreement is subject to certain conditions, one of which is that the Chargor enters into this Assignment.
- (B) The Chargor is satisfied that it will receive direct or indirect economic benefits from the loans and other extensions of credit under the Facility Agreement and that entering into this Assignment is for the purposes and to the benefit of the Chargor and its business.
- (C) The Lender and the Chargor intend this Deed to, and it shall, take effect as a deed, notwithstanding the fact that the Lender may only execute this Assignment under hand.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Account Bank**" means Barclays Bank PLC with whom the Collateral Account is held.

"**Charged Assets**" means the assets of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to this Deed.

"**Collateral Account**" means the bank account maintained by the Chargor with the Account Bank more fully described in Schedule 1 (including any replacement accounts or sub-division or sub-account of such account and re-designation thereof) and the debt or debts represented thereby.

"**Facility Agreement**" means the £59,545,000 facility agreement dated on or around the dated of this Deed between, amongst others, the Chargor (as borrower) and the Lender (as lender).

"**Notice of Charge**" has the meaning given to it in Clause 4.3 (*Notice*).

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“Secured Obligations” means all obligations at any time due, owing or incurred by the Chargor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety in some other capacity).

“Security Period” means the period beginning on the date of this Deed and ending on the date upon which all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full or all of the Security hereby created has been unconditionally released and discharged.

1.2 Interpretation

- (a) Unless expressly defined in this Deed, capitalised terms defined in the Facility Agreement have the same meanings when used in this Deed;
- (b) references to “assets” shall include revenues and the right thereto and property and rights of every kind, present, future and contingent and whether tangible or intangible;
- (c) the expressions ‘hereof, herein, hereunder’ and similar expressions shall be construed as references to this Deed as a whole (including all Schedules) and shall not be limited to the particular clause or provision in which the relevant expression appears, and references to this Deed and all like indications shall include references to this Deed as supplemented by any other agreement or instrument supplementing or amending this Deed;
- (d) the word ‘including’ when used in this Deed means ‘including without limitation’ except when used in the computation of time periods;
- (e) references to a ‘person’ shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (f) references to any of the Finance Documents and any other agreement or instrument shall be construed as a reference to the same as amended, varied, restated, extended, supplemented or novated from time to time (including, where relevant, by any accession agreement);
- (g) unless otherwise specified, references to Clauses and Schedules are references to, respectively, clauses of and schedules to this Deed;
- (h) words importing the singular shall include the plural and vice versa;
- (i) references (by whatever term, including by name) to the Chargor, the General Partner and the Lender shall, where relevant and subject as otherwise provided in this Deed, be deemed to be references to or to include, as appropriate, their respective successors, replacements and assigns, transferees and substitutes permitted by the terms of the relevant Finance Documents;
- (j) a “successor” includes an assignee or successor in title of any party and any person who under the laws of its jurisdiction of incorporation or domicile has assumed the

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rights and obligations of any party under this Deed or any other Finance Document or to which, under such laws, any rights and obligations have been transferred;

- (k) an Event of Default is “continuing” if it has not been remedied or waived;
- (l) the headings in this Deed are for convenience only and shall be ignored in construing this Deed; and
- (m) all references to statutes and other legislation include all re-enactments and amendments of those statutes and that legislation.

1.3 Certificates

A certificate signed by the Lender setting forth the amount of any Secured Obligation due from the Chargor shall be prima facie evidence of such amount in the absence of manifest error.

1.4 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy any benefit of any term of this Deed.

1.5 Clawback

If the Lender considers that any amount paid or credited to it under any of the Finance Documents is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security constituted by this Deed will continue and such amount will not be considered to have been irrevocably paid.

2. FIRST FIXED CHARGE

- 2.1 The Chargor, with full title guarantee, as security for the payment of all Secured Obligations charges in favour of the Lender by way of first fixed charge all moneys (including interest) from time to time standing to the credit of the Collateral Account.

3. ACCOUNT

The Lender may, at any time while this Deed is enforceable in accordance with Clause 5 (*Enforcement of Security*), without prior notice:

- (a) set-off, transfer or apply the Collateral Account in or towards satisfaction of all or any part of the Secured Obligations; and
- (b) demand and receive all and any monies due under or arising out of the Collateral Account and exercise all rights that either the Chargor was then entitled to exercise in relation to the Collateral Account or might, but for the terms of this Deed, exercise.

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4. UNDERTAKINGS

4.1 Duration and with whom made

Subject to Clause 14 (*Release of Security*), the undertakings in this Clause:

- (a) shall remain in force throughout the Security Period; and
- (b) are given by the Chargor to the Lender.

4.2 Undertakings relating to Charged Assets - Withdrawals

- (a) Subject to Clause 4.2(b) below, the Chargor shall be entitled to receive, withdraw or otherwise transfer all or any part of the credit balances from time to time on the Collateral Account at any time and for any purpose.
- (b) The Chargor shall be prohibited from making any withdrawal from the Collateral Account without the prior consent of the Lender if an Event of Default has occurred and is continuing.

4.3 Notice

- (a) The Chargor will give to the Account Bank notice of this security in the form of Schedule 2 (*Form of Notice of Charge*) (the "**Notice of Charge**") on the date of this Deed and shall ensure that the Account Bank acknowledges such notice to the Lender in the form of Schedule 3 (*Form of Acknowledgement of the Account Bank to the Lender*) within 1 Business Day following the date of this Deed.

4.4 Negative Pledge

The Chargor shall not create or permit to subsist any Security on the Collateral Account save as created under this Deed or as permitted under the Finance Documents.

5. ENFORCEMENT OF SECURITY

5.1 Enforcement

At any time:

- (a) after the occurrence of an Event of Default which is continuing; or
- (b) if the Chargor (not acting by an attorney in accordance with Clause 7 (*Power of Attorney*)) requests the Lender to exercise any of its powers under this Deed,

the Security created by or pursuant to this Deed is immediately enforceable and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Collateral Account.

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5.2 Powers implied by statute

- (a) The power of sale and any other power conferred on a mortgagee by law (including under Section 101 of the Law of Property Act 1925) as varied or amended by this Deed will be immediately exercisable at any time after the Security constituted by this Deed has become enforceable.
- (b) For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date hereof.

6. RIGHT OF APPROPRIATION

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) apply to the Collateral Account, the Lender shall, at any time after the Security created by this Deed has become enforceable in accordance with Clause 5 (*Enforcement of Security*), have the right to appropriate all or any part of the Collateral Account in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing the Collateral Account shall be the amount standing to the credit of the Collateral Account, together with any accrued interest, at the time of appropriation.

7. POWER OF ATTORNEY

7.1 Appointment and powers

- (a) Subject to paragraph (b) below, each of the Chargor and the General Partner by way of security irrevocably appoints the Lender to be its attorney on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Chargor and the General Partner ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing moneys to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Lender and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.
- (b) This power of attorney shall only be exercisable upon the occurrence of an Event of Default that is continuing.

7.2 Ratification

The Chargor and the General Partner shall each ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the powers granted to him pursuant to Clause 7.1 (*Appointment and powers*).

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8. EFFECTIVENESS OF SECURITY

8.1 Continuing security

- (a) The Security created by or pursuant to this Deed shall remain in full force and effect as a continuing security until released or discharged by the Lender.
- (b) No part of the Security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

8.2 Cumulative rights

The Security created by or pursuant to this Deed shall be cumulative, in addition to and independent of every other Security which the Lender may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Lender over the whole or any part of the Collateral Account shall merge into the Security constituted by this Deed.

8.3 No prejudice

The security created by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person by the Lender or by any variation of the terms upon which the Lender holds the security or by any other thing which might otherwise prejudice that Security.

8.4 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 8.4, would reduce, release or prejudice any of its obligations under, or the Security created by, this Deed and whether or not known to the Chargor or the Lender including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of any document or Security;

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- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security; and
- (g) any insolvency or similar proceedings.

8.5 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any other person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

8.6 Deferral of rights

Until the end of the Security Period, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Lender under this Deed or of any other guarantee or security taken pursuant to, or in connection with, this Deed by the Lender.

9. SUBSEQUENT SECURITY INTERESTS

If the Lender at any time receives or is deemed to have received notice of any subsequent security, assignment or transfer affecting either of the Collateral Account or any part of the Collateral Account which is prohibited by the terms of any Finance Document, the Lender will promptly notify the Chargor and the General Partner and all payments thereafter by or on behalf of the Chargor to the Lender will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received by the Lender.

10. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender (after this Deed has become enforceable in accordance with Clause 5 (*Enforcement of Security*)) under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained by the Lender with a bank, building society or financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations.

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11. FURTHER ASSURANCES

The Chargor and the General Partner shall at the Obligors' reasonable expense execute and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably require for perfecting or protecting the security intended to be created hereby over both of the Collateral Account or any part thereof or for perfecting the Security created or intended to be created in respect of both of the Collateral Account or for the exercise of all powers, authorities and discretions vested in the Lender in respect of the Collateral Account or any part thereof or in any delegate or sub delegate (including, on or at any time after this Deed has become enforceable in accordance with Clause 5 (*Enforcement of Security*) facilitating the realisation the Collateral Account or any part thereof).

12. DELEGATION BY LENDER

The Lender may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Deed in relation to the Charged Assets or any part thereof. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such restrictions as the Lender may think fit. The Lender shall not be in any way liable or responsible to the Chargor or the General Partner for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate unless caused by the Lender's negligence or wilful misconduct.

13. APPLICATION OF PROCEEDS

All moneys from time to time received or recovered by the Lender in connection with the realization or enforcement of all or any part of the Transaction Security shall be held by the Lender on trust to apply them at such times as the Lender sees fit, to the extent permitted by applicable law, in the following order of priority:

- (a) in discharging any sums owing to any Receiver or Delegate;
- (b) for application towards the discharge of all sums due and payable by the Chargor under any of the Finance Documents in accordance with Clause 25.3 (*Partial Payments*) of the Facility Agreement;
- (c) if the Chargor is not under any further actual or contingent liability under any Finance Document, in payment to any person to whom the Lender is obliged to pay in priority to the Chargor; and
- (d) the balance, if any, in payment to the Chargor.

14. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Lender shall, at the request of the Chargor or the General Partner and the reasonable cost of the Obligors, release and cancel the security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this Deed, in each case without liability to, or any representation or warranty by, the Lender or any of its nominees and return all documents in its possession relating to the assets subject to the Security created by this Deed.

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15. NOTICES

Clause 28 (*Notices*) of the Facility Agreement shall apply to this Assignment as if such clause were set out in full herein.

16. COUNTERPARTS AND EFFECTIVENESS

16.1 Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Deed, but all the counterparts shall together constitute one and the same agreement.

16.2 Effectiveness

This Deed shall come into effect as a deed on the date set forth above.

17. ENFORCEMENT

17.1 Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a '**Dispute**').

17.2 Appropriate Forum

The parties hereto 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.

17.3 This Clause 17 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any other jurisdiction.

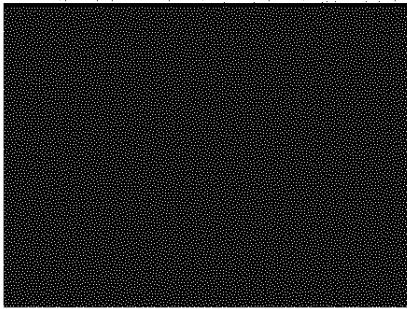
18. GOVERNING LAW

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

IN WITNESS WHEREOF THIS DEED HAS BEEN EXECUTED AS A DEED by the Chargor and the General Partner and has been signed by or on behalf of the Lender and it is intended to be and is hereby delivered as a deed on the date specified above.

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SCHEDULE 1
CHARGOR AND COLLATERAL ACCOUNT

CHARGOR	COLLATERAL ACCOUNT
MREF IV "A" LIMITED PARTNERSHIP	Sterling 

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**SCHEDULE 2
FORM OF NOTICE OF CHARGE**

NOTICE TO ACCOUNT BANK

To: [Account Bank] (the “Account Bank”)

Dated: • 2019

We give you notice that, by a charge (the “Charge”) dated • 2019, we charged to Silicon Valley Bank, (the “Lender”) the account no. [•] opened by us in your books (the “Collateral Account”) and all monies (including interest) from time to time standing to the credit of the Collateral Account (the “Account Funds”).

In relation to the Collateral Account and the Account Funds, you may deal with us until you receive written notice to the contrary from the Lender and such notice confirms that an Event Default (as defined in the Charge) is continuing. Upon receipt of such aforesaid notice, you as Account Bank shall not allow any dispositions by us of either of the Collateral Account and of the Account Funds unless you receive further notice from the Lender to the contrary.

We irrevocably instruct and authorise you to disclose to the Lender without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to the Collateral Account as the Lender may request you to disclose to it.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Lender with a copy to us.

Yours faithfully,

For and on behalf of

MREF IV “A” LIMITED PARTNERSHIP
(acting through its general partner MREF IV GP Limited)

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**SCHEDULE 3
FORM OF ACKNOWLEDGEMENT OF THE ACCOUNT BANK TO
THE LENDER**

To: Silicon Valley Bank as lender

Copy to: MREF IV "A" LIMITED PARTNER
(acting through its general partner MREF IV GP Limited) (the "Chargor")

Dear Sirs,

Collateral Account No. [●]

We hereby acknowledge receipt of a letter (a copy of which is attached hereto) dated ● 2019 and addressed to us from the Chargor and hereby accept the instructions and authorisations contained therein and undertake to act in accordance and comply with the terms thereof.

In relation to the Collateral Account and the Account Funds (each as defined in the letter), we shall continue to deal with the Chargor until we receive written notice to the contrary from you as the Lender and such notice confirms that an Event of Default (as defined in the Charge) is continuing. Upon receipt of such aforesaid notice, we shall not allow any dispositions by the Chargor of the Collateral Account and of the Account Funds unless we receive further notice from you as the Lender to the contrary.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, or any security in respect of either of the Collateral Account, Account Funds and similar rights (however described) which we may have now or in the future in respect of either of the Collateral Account or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor other than the amounts owed in connection with the operation of the Collateral Account.

We confirm that we have not received notice of any interest of any third party in either of the Collateral Account.

This letter and any non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

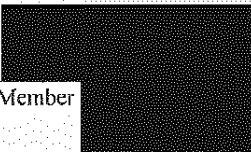
For and on behalf of
[Account Bank]

EXECUTION VERSION

EXECUTION PAGE

THE CHARGOR

EXECUTED as a DEED by
MREF IV "A" LIMITED PARTNERSHIP
(acting through its general partner
MREF IV GP LIMITED)



Member

In the presence of:



Witness

Witness name:

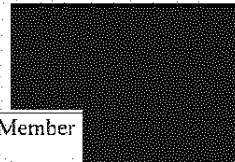
Address:

Jane Beglin

1500


THE GENERAL PARTNER

EXECUTED as a DEED by
MREF IV GP LIMITED



Member

In the presence of:



Witness

Witness name:

Address:

Jane Beglin

EXECUTION VERSION

THE LENDER

SILICON VALLEY BANK
acting by

