



## Registration of a Charge

LLP name: **LYCEUM CAPITAL (GP) LLP**

LLP number: **OC376283**

Received for Electronic Filing: **25/07/2018**



X7AXEKAG

## Details of Charge

Date of creation: **20/07/2018**

Charge code: **OC37 6283 0001**

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**PARISA CLOVIS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC376283

Charge code: OC37 6283 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2018 and created by LYCEUM CAPITAL (GP) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 25th July 2018 .

Given at Companies House, Cardiff on 27th July 2018

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



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

DATED

20 JULY 2018

**(1) LCF III LIMITED PARTNERSHIP**

**(2) LYCEUM CAPITAL (GP) LLP**

(as Chargors)

**(3) SILICON VALLEY BANK**

(as Security Trustee)

ORIGINAL/COUNTERPART

# **CHARGE OVER BANK ACCOUNTS**

**EXECUTION VERSION**

**REFERENCE**

BJ/RT/767927.31

## CONTENTS

### CLAUSE

1	DEFINITIONS AND INTERPRETATION .....	1
2	COVENANT TO PAY.....	3
3	FIXED SECURITY .....	3
4	REPRESENTATIONS AND WARRANTIES .....	3
5	COVENANTS .....	3
6	LIABILITY OF THE CHARGORS.....	4
7	FURTHER ASSURANCE .....	5
8	WHEN SECURITY BECOMES ENFORCEABLE .....	5
9	ENFORCEMENT OF SECURITY .....	6
10	APPOINTMENT OF RECEIVER.....	7
11	POWERS OF RECEIVERS .....	7
12	APPLICATION OF MONEYS.....	8
13	DELEGATION .....	8
14	POWER OF ATTORNEY.....	8
15	EFFECTIVENESS OF SECURITY .....	9
16	SUBSEQUENT SECURITY INTERESTS .....	10
17	SUSPENSE ACCOUNTS .....	11
18	RELEASE OF SECURITY .....	11
19	NOTICES.....	11
20	ASSIGNMENT .....	11
21	SEVERABILITY .....	11
22	COUNTERPARTS .....	11
23	GOVERNING LAW.....	11
24	JURISDICTION .....	11

### SCHEDULE

SCHEDULE 1 ACCOUNTS .....	13
PART 1 INTEREST RESERVE ACCOUNT .....	13
PART 2 COLLATERAL ACCOUNT .....	13
SCHEDULE 2 NOTICES .....	14
PART 1 FORM OF NOTICE OF SECURITY TO ACCOUNT BANK – UNBLOCKED ACCOUNTS .....	14
PART 2 FORM OF ACKNOWLEDGEMENT OF SECURITY BY ACCOUNT BANK -- UNBLOCKED ACCOUNTS .....	16
PART 3 FORM OF NOTICE OF SECURITY TO ACCOUNT BANK – BLOCKED ACCOUNTS....	17
PART 4 FORM OF ACKNOWLEDGEMENT OF SECURITY BY ACCOUNT BANK – BLOCKED ACCOUNTS .....	19

THIS DEED dated 20 July 2018 is made

**BETWEEN:**

- (1) **LCF III LIMITED PARTNERSHIP** (registered as a limited partnership under the Limited Partnerships Act 1907 with number LP018178 and acting by its manager, Lyceum Capital Partners LLP) (the '**Borrower**'); and
- (2) **LYCEUM CAPITAL (GP) LLP** (incorporated under the Limited Liability Partnerships Act 2000 with registered number OC376283 and whose registered office is at 1st Floor, Brettenham House, 2-19 Lancaster Place, London WC2E 7EN) (the '**General Partner**' and together with the Borrower, the '**Chargors**'); and
- (3) **SILICON VALLEY BANK** as security trustee for the Secured Parties (as defined in the Facilities Agreement defined below) (the '**Security Trustee**').

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

'**Accounts**' means the Blocked Accounts and the Unblocked Accounts.

'**Account Bank**' means Silicon Valley Bank.

'**Blocked Accounts**' means

- (a) the account specified in Part 1 (*Interest Reserve Account*) of Schedule 1 (*Accounts*) opened or maintained by or on behalf of the Borrower (or the General Partner on its behalf) with the Account Bank (and any replacement account or subdivision or subaccount of any such account); and
- (b) the collateral account specified in Part 2 (*Collateral Account*) of Schedule 1 (*Accounts*) opened or maintained by or on behalf of the Borrower (or the General Partner on its behalf) with the Account Bank (and any replacement account or subdivision or subaccount of any such account), from and including the date which is 18 Months after the date of the Facilities Agreement.

'**Event of Default**' has the meaning given to it in the Facilities Agreement.

'**Facilities Agreement**' means the facilities agreement dated on or about the date hereof between, among others, the Security Trustee and the Chargors and as may be amended, restated, supplemented or otherwise modified from time to time.

'**Secured Liabilities**' means all present and future indebtedness, obligations, and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Transaction Obligors to any Secured Party under any of the Finance Documents, together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such obligations and liabilities.

'**Security Asset**' means any asset of the Chargors which is, or is expressed to be, subject to any Security created by this Deed.

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

**'Unblocked Accounts'** means the collateral account specified in Part 2 (*Collateral Account*) of Schedule 1 (*Accounts*) opened or maintained by or on behalf of the Borrower (or the General Partner on its behalf) with the Account Bank (and any replacement account or subdivision or subaccount of any such account), for the period up to the date which is 18 Months after the date of the Facilities Agreement.

## 1.2 Construction

- (a) Capitalised terms defined in the Facilities Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any **rights** in respect of an asset include:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
  - (iii) the term **this Security** means any Security created by this Deed; and
  - (iv) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of the Chargors under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Security Trustee considers that an amount paid to a Secured Party under a Finance Document is capable (acting reasonably) of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset and the proceeds of any disposal of that Security Asset.

## 1.3 Application of provisions in Facilities Agreement

Clause 26 (*Role of the Security Trustee*) of the Facilities Agreement is deemed to form part of this Deed as if expressly incorporated into it and as if all references in that clause to the Facilities Agreement were references to this Deed.

## 1.4 Third Party Rights

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

## 1.5 Deed

This Deed is intended to take effect as a deed notwithstanding the fact that the Security Trustee may only have executed this Deed under hand.

## 2 COVENANT TO PAY

Each Chargor covenants with the Security Trustee to pay, discharge and satisfy the Secured Liabilities in accordance with the terms of the Finance Documents.

## 3 FIXED SECURITY

### 3.1 General

All the security created under this Deed is:

- (a) granted in favour of the Security Trustee;
- (b) continuing security for the payment and discharge of all the Secured Liabilities;
- (c) made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (d) granted in respect of all the right, title, interest and benefit, present and future, of the Chargors from time to time in and to the relevant Security Assets.

### 3.2 Fixed charge

Each Chargor charges by way of first fixed charge, all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it.

## 4 REPRESENTATIONS AND WARRANTIES

### 4.1 Times for making representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 4 in favour of the Secured Parties (i) on the date of this Deed and (ii) by reference to the facts and circumstances then existing, on the same dates as the representations and warranties contained in the Facilities Agreement are deemed to be repeated in accordance with Clause 17 (*Representations*) of the Facilities Agreement, (A) in respect of itself; and (B) in the case of the General Partner, also in respect of the Borrower of which it is the general partner, and acknowledges that each Finance Party has entered into the Finance Documents in reliance on such representations and warranties.

### 4.2 No adverse claims

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Security Assets or any interest in them.

### 4.3 No interference in enjoyment

No facility necessary for the enjoyment and use of the Security Assets is subject to terms entitling any person to terminate or curtail its use.

## 5 COVENANTS

Each Chargor makes the undertakings in this Clause 5 to the Security Trustee throughout the Security Period.

### 5.1 Negative pledge

None of the Chargors shall:

- (a) create or permit to subsist any Security Interest over any Security Asset;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Security Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Security Assets in favour of a third party.



## 5.2 Maintenance of the Accounts

All Accounts must be maintained at the Account Bank.

## 5.3 Change of Account Bank

- (a) If there is a change of Account Bank, the net amount (if any) standing to the credit of the Account(s) maintained with the existing Account Bank will be transferred to the corresponding Account(s) maintained with the new Account Bank immediately upon the appointment taking effect and the Chargors hereby irrevocably give all authorisations and instructions necessary for any such transfer to be made.
- (b) The Chargor:
  - (i) must take any action which the Security Trustee may require to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms); and
  - (ii) irrevocably appoints the Security Trustee as its attorney to take any such action if it should fail to do so.

## 5.4 Enforcement of rights

The Chargors shall use its best endeavours to:

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with any of the Chargors relating to the Security Assets of the covenants and other obligations imposed on such counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets that the Security Trustee may require from time to time.

## 5.5 Title documents

The Chargors shall, on the execution of this Deed, deposit with the Security Trustee and the Security Trustee shall, for the duration of this Deed be entitled to hold all deeds and documents of title (including certificates of deposit and deposit receipts) relating to the Account that are in the possession or control of any of the Chargors and if these are not within the possession and/or control of a Chargor, that Chargor undertakes to obtain possession of all these deeds and documents of title.

## 5.6 Payment of Account charges

The Chargors shall promptly pay all charges and other outgoings in respect of the Security Assets and, on demand, produce evidence of payment to the Security Trustee.

## 5.7 Notice of Security

- (a) The Chargors will within one Business Day of the date of this Deed in relation to the Unblocked Accounts, or if later, upon the opening of any other Unblocked Account, give notice to the relevant Account Bank of the Security constituted under this Deed, such notice being substantially in the form set out in Part 1 (*Notice of Security to Account Bank – Unblocked Accounts*) of Schedule 2 (*Notices*).
- (b) The Chargors will use their reasonable endeavours to procure from the relevant Account Bank, an acknowledgement of receipt of such notice substantially in the form set out in Part 2 (*Acknowledgement of Security by Account Bank – Unblocked Accounts*) of Schedule 2 (*Notices*) within 14 days of the date of this Deed.
- (c) The Chargors will within one Business Day of the date of this Deed in relation to the Blocked Accounts, or if later, upon the opening of any other Blocked Account, give notice to the relevant Account Bank of the Security constituted under this Deed, such notice being substantially in the form set out in Part 3 (*Notice of Security to Account Bank – Blocked Accounts*) of Schedule 2 (*Notices*).

- (d) The Chargors will use their reasonable endeavours to procure from the relevant Account Bank, an acknowledgement of receipt of such notice substantially in the form set out in Part 4 (*Acknowledgement of Security by Account Bank – Blocked Accounts*) of Schedule 2 (*Notices*) within 14 days of the date of this Deed.

## **6 LIABILITY OF THE CHARGORS**

Each Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Secured Parties that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this Clause 6 might have discharged, or otherwise prejudiced or affected, the liability of that Chargor.

## **7 FURTHER ASSURANCE**

### **7.1 Further assurance**

- (a) Each Chargor shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, charges, notices and instructions) as the Security Trustee may specify (and in such form as the Security Trustee may require) in favour of the Security Trustee or its nominee(s):
  - (i) to perfect the Security created or intended to be created in respect of the Security Assets (which may include the execution by the Chargors of a charge over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of any of the rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law;
  - (ii) to confer on the Security Trustee security over any asset or undertaking of the Chargors located in any jurisdiction outside England and Wales which is equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
  - (iii) after the Security becomes enforceable, to facilitate the realisation of the Security Assets.

### **7.2 Necessary Action**

The Chargors shall promptly take all such action as is available to it (including making all filings and registrations) as may be necessary or as may be requested by the Security Trustee for the purpose of the creation, perfection, protection or maintenance of any Security.

## **8 WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### **8.2 Discretion**

After this Security has become enforceable, the Security Trustee may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facilities Agreement.

### **8.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after the Security has become enforceable.

## 9 ENFORCEMENT OF SECURITY

### 9.1 General

- (a) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

### 9.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset to account as mortgagee in possession or for any loss on realisation or for any neglect, default or omission for which a mortgagee in possession might be liable.

### 9.3 Privileges

Any Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

### 9.4 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Trustee or to that Receiver is to be applied.

### 9.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Trustee may:
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself or its nominee; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargors must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

### 9.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Trustee (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

### 9.7 Financial collateral

- (a) To the extent that the Security Assets constitute 'financial collateral' and this Deed and the obligations of the Chargors under this Deed constitute a 'security financial collateral arrangement' (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Trustee will have the right after this

Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) For this purpose, a commercially reasonable method of valuing a Security Asset shall be in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation.

#### 9.8 **Effect of Moratorium**

The Security Trustee shall not be entitled to exercise its rights under Clause 9 (*Enforcement of Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

### 10 **APPOINTMENT OF RECEIVER**

#### 10.1 **Appointment and removal**

At any time after the Security becomes enforceable in accordance with Clause 8 (*When security becomes enforceable*), or at the request of the Chargor, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets; or
- (b) appoint two or more Receivers of separate parts of the Security Assets; or
- (c) remove (so far as it is lawfully able) any Receiver so appointed; or
- (d) appoint another person(s) as an additional or replacement Receiver(s).

#### 10.2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargors who shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by any statute or statutory instrument).

#### 10.3 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Act (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Security Assets.

### 11 **POWERS OF RECEIVERS**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Security Assets, and as varied and extended by the provisions of this Deed (in the name of or on behalf of a Chargor or in his own name and, in each case, at the cost of the Chargors):

- (a) all the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the Act;

- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (d) the power to do all things which, in the opinion of the Receiver, are incidental or conducive to any of the functions, powers, authorities or discretions conferred on or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including bringing or defending proceedings in the name or on behalf of a Chargor), the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or bringing to his hands any assets of a Chargor forming part of, or which when got in would be, Security Assets.

## 12 APPLICATION OF MONEYS

All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Act) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Trustee (notwithstanding any purported appropriation by the Chargor) in accordance with the Facilities Agreement.

## 13 DELEGATION

### 13.1 Power of Attorney

The Security Trustee or any Receiver may at any time delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

### 13.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Trustee or any Receiver may think fit.

### 13.3 Liability

Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## 14 POWER OF ATTORNEY

### 14.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargors by this Deed or any other agreement binding on the Chargors to which the Security Trustee is a party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Security Assets and perfecting the security created or intended to be created in respect of the Security Assets); and
- (b) enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including, after this Deed has become enforceable in accordance with Clause 8 (*When security becomes enforceable*), the exercise of any right of a legal or beneficial owner of the Security Assets).

#### 14.2 **Exercise of power of attorney**

The Security Trustee may only exercise the power of attorney granted pursuant to Clause 14.1 (*Appointment and powers*) following:

- (a) the occurrence and continuation of an Event of Default; or
- (b) the failure by a Chargor to comply with any undertaking or obligation under this Deed within five Business Days of being notified of that failure by the Security Trustee and being requested to comply.

#### 14.3 **Ratification**

The Chargors shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

### 15 **EFFECTIVENESS OF SECURITY**

#### 15.1 **Continuing security**

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Trustee in accordance with Clause 18 (*Release of Security*).
- (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 Liabilities.

#### 15.2 **Cumulative rights**

The Security shall be cumulative, in addition to and independent of every other Security which the Security Trustee or any Finance Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Security Assets shall merge into the Security.

#### 15.3 **No prejudice**

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargors or any other person, or the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Security Trustee holds the Security or by any other thing which might otherwise prejudice that Security.

#### 15.4 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that or any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

#### 15.5 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

#### 15.6 **Waiver of defences**

Neither the Security created by this Deed nor the obligations of the Chargors under this Deed will be affected by any act, omission or thing which, but for this Clause 15.6, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Trustee or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement with any creditor;
- (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 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 Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of any person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Liabilities; or
- (g) any insolvency or similar proceedings.

#### 15.7 **Immediate recourse**

Each Chargor waives its rights (if any) to require the Security Trustee to proceed against any other person (whether by enforcing security, claiming payment or otherwise) before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 15.8 **Deferral of rights**

Until the end of the Security Period, none of the Chargors shall exercise its rights (if any):

- (a) to be indemnified by an Obligor; and/or
- (b) to benefit in any way (whether by way of subrogation or otherwise) from the Secured Parties' rights under this Deed.

#### 15.9 **Appropriations**

The Security Trustee and each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Chargors refrain from applying or enforcing any moneys, security or right held or received by it (or any trustee or agent on its behalf) against those amounts or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall not be entitled to the same.

#### 16 **SUBSEQUENT SECURITY INTERESTS**

If the Security Trustee or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Security Assets or any part of the Security Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargors to the Security Trustee will be treated as having been credited to a new Account of the Chargors and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

17      **SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Security Trustee under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with a 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 Security Trustee's discretion, in or towards the discharge of any of the Secured Liabilities.

18      **RELEASE OF SECURITY**

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release and cancel the security constituted by this Deed and return all deeds of title delivered under this Deed, in each case without recourse to, or any representation or warranty by, Security Trustee or any of its nominees.

19      **NOTICES**

Clause 31 (*Notices*) of the Facilities Agreement shall apply to this Deed as if such clause were set out in full herein.

20      **ASSIGNMENT**

20.1      **Right of Security Trustee to assign**

The Security Trustee may at any time assign or otherwise transfer all or any part of its rights or obligations under this Deed in accordance with and subject to the terms of the Facilities Agreement.

20.2      **Restrictions on the Chargor**

The Chargors may not assign or transfer any of its rights or obligations under this Deed except in accordance with and subject to the terms of the Facilities Agreement.

21      **SEVERABILITY**

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

22      **COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

23      **GOVERNING LAW**

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

24      **JURISDICTION**

- (a) The courts of England and Wales 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 any non-contractual obligation arising out of or in connection with 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 24 is for the benefit of the Security Trustee. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.
- (d) Each Chargor irrevocably waives any right that it may have to claim that the action has been brought in an inconvenient forum.

**THIS DEED** has been executed and delivered as a deed, and is intended to take effect as a deed by the parties on the date written on the first page.

**SCHEDULE 1  
ACCOUNTS**

**PART 1  
INTEREST RESERVE ACCOUNT**

ACCOUNT	ACCOUNT NO.
Interest Reserve Account	

**PART 2  
COLLATERAL ACCOUNT**

ACCOUNT	ACCOUNT NO.
Collateral Account	

**SCHEDULE 2  
NOTICES**

**PART 1**

**FORM OF NOTICE OF SECURITY TO ACCOUNT BANK – UNBLOCKED ACCOUNTS**

To: [Account Bank]

[Address]

Date: [ ]

Dear Sirs

- 1 We give you notice that, by a security document dated [ ] (the '**Account Charge**'), we charged by way of fixed charge to [ ] (the '**Security Trustee**') as trustee for the Secured Parties any accounts and all monies (including interest) from time to time standing to the credit of those accounts with any bank, building society, financial institution or other person and the debt or debts represented thereby.
- 2 The account[s] maintained with your [bank/building society/financial institution/other] [is/are]:  
  
Account Name[s]: [ ]  
  
Sort Code[s]: [ ]  
  
Account No[s]: [ ]  
  
(the '**Account[s]**')
- 3 We hereby irrevocably and unconditionally authorise and instruct you:
  - (a) to disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;
  - (b) following receipt by you from the Security Trustee informing you that an Event of Default has occurred and is continuing, comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee; and
  - (c) following receipt by you from the Security Trustee informing you that an Event of Default has occurred and is continuing, hold all monies from time to time standing to the credit of any Account to the order of the Security Trustee.
- 4 We confirm that we are permitted to withdraw any amount from the Account[s] for any purpose unless and until you receive a notice from the Security Trustee to the contrary stating that an Event of Default (as defined in the Account Charge) has occurred which is continuing and consequently we are no longer permitted to withdraw any amount from the Account[s] without the Security Trustee's consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Trustee.
- 5 We also advise that:
  - (a) you may comply with the instructions in this letter without any further permission from us; and
  - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

[ ]

**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF SECURITY BY ACCOUNT BANK -- UNBLOCKED ACCOUNTS**

To:        [ • ] [Address]

as Security Trustee

Date:     [ • ]

Dear Sirs

- 1        We confirm receipt from [•] (the '**Chargors**') of a notice dated [•] (the '**Notice**') of a charge upon the terms of the Account Charge referred to in the Notice over all the rights of the Chargors to any amount standing to the credit of the Chargors' account[s] with us (the '**Account[s]**').
- 2        We confirm that we:
  - (a)    accept the instructions contained in the Notice and agree to comply with the Notice;
  - (b)    have not received notice of any prior security over, or the interest of any third party in, any Account;
  - (c)    have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
  - (d)    will comply with any notice we may receive from the Security Trustee in relation to the Account[s].
- 3        The Account[s] maintained with us [is/are]:

Account Name[s]: [ ]

Sort Code[s]:        [ ]

Account No[s]:        [ ]
- 4        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.

Yours faithfully

[Account Bank /other financial institution]

cc.        [ ]

**PART 3**  
**FORM OF NOTICE OF SECURITY TO ACCOUNT BANK – BLOCKED ACCOUNTS**

To: [Account Bank]

[Address]

Date: [ ]

Dear Sirs

5 We give you notice that, by a security document dated [ ] (the '**Account Charge**'), we charged by way of fixed charge to [ ] (the '**Security Trustee**') as trustee for the Secured Parties any accounts and all monies (including interest) from time to time standing to the credit of those accounts with any bank, building society, financial institution or other person and the debt or debts represented thereby.

6 The account[s] maintained with your [bank/building society/financial institution/other] [is/are]:

Account Name[s]: [ ]

Sort Code[s]: [ ]

Account No[s]: [ ]

(the '**Account[s]**')

7 We hereby irrevocably and unconditionally authorise and instruct you:

- (a) to disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;
- (b) following receipt by you from the Security Trustee informing you that an Event of Default has occurred and is continuing, comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee;
- (c) following receipt by you from the Security Trustee informing you that an Event of Default has occurred and is continuing, hold all monies from time to time standing to the credit of any Account to the order of the Security Trustee; and
- (d) following receipt by you from the Security Trustee informing you that an Event of Default has occurred and is continuing, pay or release all or any part of any sum standing to the credit of any Account in accordance with the written instructions of the Security Trustee.

8 We are not permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Trustee.

9 We also advise that:

- (a) you may comply with the instructions in this letter without any further permission from us; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully

[ ]

**PART 4**  
**FORM OF ACKNOWLEDGEMENT OF SECURITY BY ACCOUNT BANK – BLOCKED ACCOUNTS**

To: [ • ] [Address]

as Security Trustee

Date: [ • ]

Dear Sirs

10 We confirm receipt from [•] (the '**Chargors**') of a notice dated [•] (the '**Notice**') of a charge upon the terms of the Account Charge referred to in the Notice over all the rights of the Chargors to any amount standing to the credit of the Chargors' account[s] with us (the '**Account[s]**').

11 We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent.

12 The Account[s] maintained with us [is/are]:

Account Name[s]: [ ]

Sort Code[s]: [ ]

Account No[s]: [ ]

13 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

Yours faithfully

[Account Bank /other financial institution]

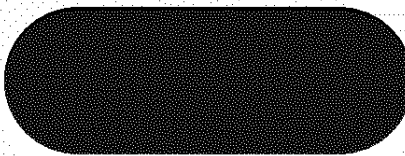
cc. [ ]




EXECUTION PAGE

CHARGORS

Executed as a deed by LCF III LIMITED  
PARTNERSHIP acting by its manager LYCEUM  
CAPITAL PARTNERS LLP by: J WESTHEAD



in the presence of:

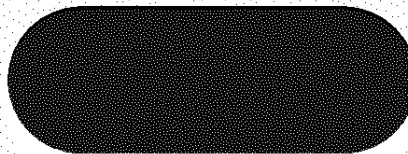
  
Signature of witness

Name of witness: CHARLOTTE PARSONS

Address: 20 KNIVET ROAD, LONDON, SW6 1JH

Occupation: PERSONAL ASSISTANT

Executed as a deed by LYCEUM CAPITAL (GP)  
LLP by: J WESTHEAD



in the presence of:

  
Signature of witness

Name of witness: CHARLOTTE PARSONS

Address: 20 KNIVET ROAD, LONDON, SW6 1JH

Occupation: PERSONAL ASSISTANT

SECURITY TRUSTEE

SILICON VALLEY BANK

By:

