



Registration of a Charge

LLP name: **ONE PEAK PARTNERS LLP**
LLP number: **OC382515**



X9Y5SBXM

Received for Electronic Filing: **12/02/2021**

Details of Charge

Date of creation: **10/02/2021**
Charge code: **OC38 2515 0001**
Persons entitled: **SILICON VALLEY BANK**
Brief description:
Contains floating charge(s) .
Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 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:

REED SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC382515

Charge code: OC38 2515 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2021 and created by ONE PEAK PARTNERS 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 12th February 2021 .

Given at Companies House, Cardiff on 15th February 2021

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

10 FEBRUARY 2021

- (1) ONE PEAK PARTNERS LLP
as Chargor
- (2) SILICON VALLEY BANK
as Lender

ACCOUNT CHARGE

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

EXECUTION VERSION

REFERENCE: LS/KS/767927.00090

Reed Smith
Reed Smith LLP

Date 12 February 2021

Reed Smith LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2RS
Phone: +44 (0) 20 3116 3000
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Reed Smith

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THIS DEED dated

10 February 2021

BETWEEN:

- (1) **ONE PEAK PARTNERS LLP**, a limited liability partnership established and registered in England and Wales with registered number OC382515 and having its registered address at 41 Great Pulteney Street, London, England, W1F 9NZ as chargor (the '**Chargor**'); and
- (2) **SILICON VALLEY BANK** a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, USA acting through its UK Branch at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR as lender (the '**Lender**').

WHEREAS:

- (A) The Lender has agreed to make available a term loan credit facility to One Peak Growth II Team SCSp as original borrower (the '**Original Borrower**') pursuant to the Facility Agreement (as defined below), supporting the Original Borrower's funding of its Fund II Commitment to Fund II, the payment of any fees, costs and expenses arising under or in relation to the Finance Documents.
- (B) Utilisation under the Facility Agreement is subject to certain conditions, one of which is that the Chargor enter into this Deed.
- (C) The Original Borrower 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 Deed is for the purposes and to the benefit of the Original Borrower and its business.
- (D) The Lender and the Chargor intends this Deed to, and it shall, take effect as a deed, notwithstanding the fact that the Lender may only execute this Deed under hand.

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

'**Account Balances**' means all sums at any time and from time to time standing to the credit of the Collateral Account and includes all interest accrued or accruing in the future thereon and any monies of the Chargor at the Account Bank (however described, designated or numbered) which derive in whole or in part from the Collateral Account or from any sum at any time standing to the credit of the Collateral Account.

'**Account Bank**' means Barclays Bank UK PLC, with registered address at 1 Churchill Place, London E14 5HP, with whom the Collateral Account is held.

'**Account Fees**' means any standard bank charges and fees payable by the Chargor to the Account Bank and any cash pooling arrangements provided to the Chargor.

'**Collateral**' means the whole right, title, benefit and interest, present and future, of the Chargor in and under the Collateral Account and the Account Balances and all other income, interest and rights deriving from or incidental to the foregoing.

'**Collateral Account**' means the bank account maintained by the Chargor with the Account Bank more fully described in Schedule 1 (*Chargor and Collateral Account*) (including any replacement accounts or sub-division or sub-account of any such account and re-designation thereof) and the amounts standing to the credit thereof.

'**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.

'**Facility Agreement**' means the senior secured credit facility agreement dated on or about the date of this Deed between the Original Borrower, One Peak GP S.à r.l. as general partner the Chargor (as investment advisor) and the Lender (as lender), as may be amended, restated, supplemented or

otherwise modified from time to time and any other agreement entered into under, or supplemental to it.

'**Notice of Charge**' has the meaning given to it in Clause 5.3 (*Notice*).

'**Secured Obligations**' means all obligations at any time due, owing or incurred by any Obligor to a 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 or in some other capacity).

'**Security**' means a mortgage, charge, pledge, assignation or assignment, by way of security, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

'**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, discharged and released in full and no further Secured Obligations are outstanding.

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 construction provisions set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply equally to this Deed in so far as they are relevant to it, except that references to 'this Agreement' will be construed as references to 'this Deed'.
- (d) A reference to a 'Finance Document' or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced.

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 **FLOATING CHARGE**

- (a) The Chargor, with full title guarantee, as security for the payment of all Secured Obligations charges in favour of the Lender by way of a floating charge all moneys (including interest) from time to time standing to the credit of the Collateral Account.
- (b) Subject to paragraph (c) below, the Lender may by notice to the Chargor convert the floating charge created by this Clause 2 (*Floating charge*) into a fixed charge as regards any of the Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or

- (ii) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator.

3 **ACCOUNTS**

The Lender may, at any time while this Deed is enforceable in accordance with Clause 6 (*Enforcement of Security*), without prior notice subject to the provisions of this Deed, including without limitation compliance with the provisions of Clause 6.1 (*Enforcement*):

- (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 the Chargor was then entitled to exercise in relation to the Collateral Account or might, but for the terms of this Deed, exercise.

4 **REPRESENTATIONS AND WARRANTIES**

- 4.1 The Chargor has not granted any power of attorney in respect of the exercise of any rights or powers in connection with the Collateral, other than to the Lender.
- 4.2 The representations and warranties in this Clause 4 are given on the date hereof and repeated (in each case by reference to the facts and circumstances then existing) on each date upon which the representations and warranties are repeated pursuant to clause 16.32 (*Times when representations made*) of the Facility Agreement.

5 **UNDERTAKINGS**

5.1 **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.

5.2 **Undertakings relating to Charged Assets**

- (a) Subject to paragraph (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.

- (c) The Chargor shall promptly pay all payments to be made or becoming due (but in any event on or before their due date) in order to maintain the Collateral Account and immediately discharge any lien which may arise in respect of the Collateral, provided that, if the Chargor does not make such payment, the Lender may do so and require the Chargor to reimburse the Lender for such payments on demand together with all costs and expenses and accrued interest thereon in accordance with the provisions of clause 8.3 (*Default Interest*) of the Facility Agreement.
- (d) The Chargor shall promptly upon receipt of any material report or notice in respect of the Collateral, deliver a copy to the Lender with notice that it relates to this Deed.
- (e) The Chargor shall not, save with the prior written consent of the Lender or as otherwise permitted under the Facility Agreement:
 - (i) in any way, except as set out in this Deed, sell or otherwise dispose of or create any Security over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof; or
 - (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof,

provided that, prior to an Event of Default that is continuing: (1) nothing in this paragraph (e) shall prevent the Chargor from receiving, withdrawing or otherwise transferring all or any part of the credit balances from time to time on the Collateral Account pursuant to paragraph (a) above; and (2) nothing in paragraph (e)(i) shall restrict the existence of a lien or right of set-off in respect of the Account Fees in favour of the Account Bank (except to the extent any such lien or right of set-off has been waived by the Account Bank).

- (f) The Chargor shall do everything in its power to prevent any person other than:
 - (i) the Lender from becoming entitled to claim any right over the Collateral or any part thereof; or
 - (ii) the Account Bank from being entitled to claim any right over the Account Fees (except to the extent any such lien or right of set-off has been waived by the Account Bank).
- (g) The Chargor will not do, or cause or permit to be done, anything which may adversely affect:
 - (i) the Collateral and the security interests created hereunder, or the value of any of them; or
 - (ii) the rights or interests of the Lender hereunder including, without limitation, the ability of the Lender to exercise its rights and remedies hereunder and to preserve or enforce the security created hereunder,

provided that, prior to an Event of Default that is continuing, nothing in this paragraph shall prevent the Chargor from receiving, withdrawing or otherwise transferring all or any part of the credit balances from time to time on the Collateral Account pursuant to paragraph (a) above.

The covenants and undertakings given in this Clause 5 are continuing covenants and undertakings throughout the Security Period.

5.3 **Notice**

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**') within one Business Day of the date of this Deed and shall use reasonable endeavours to procure that (i) 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*) hereto and (ii) copies of such signed acknowledgments are provided to the Lender.

5.4 **Negative Pledge**

The Chargor shall not create or permit to subsist any Security on the Collateral Account save (a) as created under this Deed or (b) for any lien or right of set-off in respect of the Account Fees in favour

of the Account Bank (except to the extent any such lien or right of set-off has been waived by the Account Bank).

6 **ENFORCEMENT OF SECURITY**

6.1 **Enforcement**

At any time:

- (a) after the occurrence of an Event of Default which is continuing; or
- (b) if the Chargor 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 Charged Assets.

6.2 **Powers implied by statute**

- (a) Subject to compliance with the provisions of Clause 6.1 (*Enforcement*) 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.

7 **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 6 (*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, subject to the provisions of this Deed including without limitation compliance with the provisions of Clause 6.1 (*Enforcement*). 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.

8 **POWER OF ATTORNEY**

8.1 **Appointment and powers**

- (a) Subject to paragraph (b) below, the Chargor 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 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.

8.2 **Ratification**

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful exercise or purported exercise of all or any of the powers granted to him pursuant to Clause 8.1 (*Appointment and powers*).

9 **EFFECTIVENESS OF SECURITY**

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **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 9.4, 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;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security; and
- (g) any insolvency or similar proceedings.

9.5 **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.

9.6 **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 the Chargor;
- (b) to claim any contribution from any guarantor of the Chargor'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.

10 **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 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.

11 **SUSPENSE ACCOUNTS**

Until the end of the Security Period all monies received, recovered or realised by the Lender (after this Deed has become enforceable in accordance with Clause 6 (*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.

12 **FURTHER ASSURANCES**

The Chargor shall at the Chargor's 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:

- (a) for perfecting or protecting the security intended to be created hereby over both of the Collateral Account or any part thereof; or
- (b) for perfecting the Security created or intended to be created in respect 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 6 (*Enforcement of Security*)) facilitating the realisation the Collateral Account or any part thereof).

The Lender shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate, unless caused by the Lender's negligence or wilful misconduct.

13 **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 regulations as the Lender may think fit. The Lender shall not be in any way liable or responsible to the Chargor 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.

14 **RELEASE OF SECURITY**

Upon the expiry of the Security Period, the Lender shall, at the request of the Chargor and the reasonable cost of the Chargor, 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.

15 **NOTICES**

Clause 26 (*Notices*) of the Facility Agreement shall apply to this Deed 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 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.

**SCHEDULE 1
CHARGOR AND COLLATERAL ACCOUNT**

	CHARGOR	COLLATERAL ACCOUNT
(a)	One Peak Partners LLP	<p>██████████</p> <p>Account Bank: Barclays Bank UK PLC</p> <p>Account Number: ██████████</p> <p>Sort Code: ██████████</p> <p>Account Name: One Peak Partners LLP</p>

**SCHEDULE 2
FORM OF NOTICE OF CHARGE**

NOTICE TO ACCOUNT BANK

To: Barclays Bank UK PLC (the '**Account Bank**')

Dated: _____ 2021

We, One Peak Partners LLP, give you notice that, by a charge (the '**Charge**') dated _____ 2021, we charged to Silicon Valley Bank, (the '**Lender**') the account no. [REDACTED] with sort code [REDACTED] 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 of 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
ONE PEAK PARTNERS LLP

Acknowledged by the Lender:

For and on behalf of
SILICON VALLEY BANK

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

To: Silicon Valley Bank as lender

Copy to: One Peak Partners LLP

(the '**Chargor**')

Dear Sirs,

Collateral Account No. [REDACTED] **with sort code** [REDACTED]

We hereby acknowledge receipt of a letter (a copy of which is attached hereto) dated _____ 2021 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
Barclays Bank UK PLC

SIGNATURE PAGES

THE CHARGOR

Executed and delivered as a deed by
ONE PEAK PARTNERS LLP

By:

DocuSigned by:

662E27604278490...

Signature of Member

David Klein

Print name of Member

DocuSigned by:

57AD33EDCD3D447...

Signature of Member

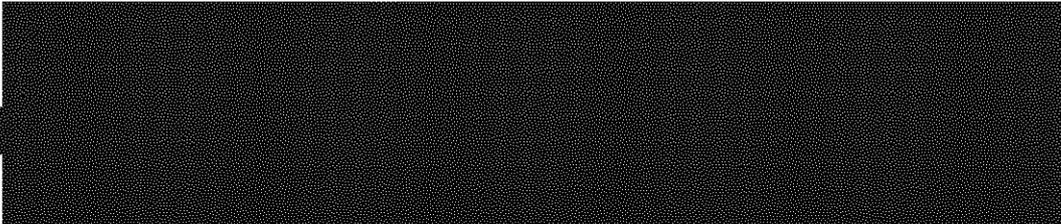
Humbert De Liedekerke Beaufort

Print name of Member

Address:

Email:

Attention:



THE LENDER

SILICON VALLEY BANK

By:

DocuSigned by:

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