

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House

229275/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form LL MR01



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A17

30/12/2015

#163

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1

LLP details

LLP number

O C 3 9 3 8 2 8

LLP name in full

MAYFAIR EQUITY PARTNERS LLP

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date

d 2 3 m 1 2 y 2 0 y 1 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

SILICON VALLEY BANK

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the LLP? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹ You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form LL MR06)
9	Signature Please sign the form here Signature X <i>Reed Smith LLP</i> X This form must be signed by a person with an interest in the charge	

LL MRO1

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Magdalena Wierzchowska**

LLP name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country

DX

Telephone **020 3116 3473**



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC393828

Charge code: OC39 3828 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2015 and created by MAYFAIR EQUITY 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) Regulations 2009 on 30th December 2015.

Given at Companies House, Cardiff on 7th January 2016



Companies House



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

DATED 23 December 2015

- (1) MAYFAIR EQUITY PARTNERS LLP
and
(2) MAYFAIR EQUITY PARTNERS I GENERAL
PARTNER LIMITED
(as Chargors)

(3) SILICON VALLEY BANK
(as Lender)

ACCOUNT CHARGE

REFERENCE
767927 00011

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL *subject to redactions*
permitted by s8595 of the Companies Act 2006
REED SMITH LLP *ReedSmith LLP*
DATE _____

24 December 2015

ReedSmith

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THIS DEED is made as a deed on 23 December 2015 between the following parties

- (1) **MAYFAIR EQUITY PARTNERS LLP**, a limited liability partnership registered under number OC393828 of 8 Hanover Street, London, W1S 1YQ (the **Manager**);
- (2) **MAYFAIR EQUITY PARTNERS I GENERAL PARTNER LIMITED**, a limited company established under the laws of Scotland with registered number SC498626 and whose registered office is at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (the **General Partner** and together with the Manager, the **Chargors**), and
- (3) **SILICON VALLEY BANK**, registered in England and Wales under numbers BRO14561 and FCO29579 of 7th Floor, 41 Lothbury, London EC2R 7HF (the **Lender**)

WHEREAS

- (A) The Lender has executed the Facility Agreement (as defined below) pursuant to which it has agreed to make available a facility to the Chargors. Utilisation under the Facility Agreement is subject to certain conditions, one of which is that the Chargors enter into this Deed
- (B) The Chargors are satisfied that they 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 Chargors and their business
- (C) It is intended by the parties that this Deed will take effect as a deed notwithstanding the fact that a party may only execute this Deed under hand.

THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

Account Bank means The Royal Bank of Scotland plc with whom the Collateral Accounts are held.

Collateral Accounts means the bank accounts maintained by the Chargors 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

Charged Assets means the assets of the Chargors 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

Deposits means all monies from time to time standing to the credit of the Collateral Accounts together with all other rights and benefits accruing to or arising in connection with the Collateral Accounts (including, but not limited to, entitlements of interest)

Facility Agreement means the £2,725,000 term loan facility dated 28 September 2015 and made between, amongst others, Dickens 123 as borrower, the Manager as manager and guarantor, the General Partner as general partner and guarantor and the Lender as bank

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

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

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 or the context otherwise requires, capitalised terms defined in the Facility Agreement have the same meanings when used in this Deed,
- (b) references to **assets** includes present, future, actual and contingent properties, revenues and rights of every description,
- (c) the expressions **hereof**, **herein**, **hereunder** and similar expressions shall be construed as references to this Deed as a whole and shall not be limited to the particular clause or provision in which the relevant expression appears,
- (d) the word **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of the preceding words,
- (e) references to a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality),
- (f) references to any of the **Loan Documents** and any other agreement or instrument is a reference to that Loan Document or other agreement as amended, novated, supplemented, extended, restated or replaced from time to time,
- (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 to the **Chargors**, the **Lender**, the **Manager** or any other person shall be construed so as to include its successors in title, permitted assigns or permitted transferees to, or of, its rights and obligations under the relevant Loan 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 rights and obligations of any party under this Deed or any other Loan Document or to which, under such laws, any rights and obligations have been transferred,

- (k) a Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing"
 - (i) in the case of an Event of Default arising under paragraph (b) of Clause 21.2 (*Covenant Default*) of the Facility Agreement, it has not been remedied or waived, or
 - (ii) in the case of any other Event of Default if it has not been waived,
- (l) the headings in this Deed are for ease of reference only,
- (m) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not, where compliance by similar companies is usual) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation, and
- (n) any **statute** or **statutory provision** includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it

1.3 Certificates

A certificate signed by the Lender setting forth the amount of any Secured Obligation due from the Chargors 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 Loan Documents is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors 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 COVENANT TO PAY

Each Chargor shall pay to the Lender and discharge the Secured Obligations when they become due in accordance with the terms of the Loan Documents

3 FIRST FIXED CHARGE

- 2.1 Each Chargor, with full title guarantee, as continuing security for the payment of all Secured Obligations charges in favour of the Lender, by way of first fixed charge, the Deposits

4 ACCOUNT

The Lender may, at any time while this Deed is enforceable in accordance with Clause 6 (*Enforcement of Security*), without prior notice

- (a) set-off, transfer or apply any part of the Deposits 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 any Deposit and exercise all rights that either a Chargor was then entitled to exercise in relation to any of the Deposits or might, but for the terms of this Deed, exercise

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 each Chargor to the Lender

5.2 Undertakings relating to Charged Assets - Withdrawals

- (a) Subject to Clause 5.2(b) below, the Chargors shall be entitled to receive, withdraw or otherwise transfer all or any part of any Deposit at any time and for any purpose
- (b) The Chargors (or any person acting on their behalf) shall be prohibited from making any withdrawal from the Collateral Accounts without the prior consent of the Lender if an Event of Default has occurred and is continuing.

5.3 Notice

Each 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**) promptly in respect of each Collateral Account, and in any event within five (5) Business Days of the date of this Deed and shall use reasonable endeavours to ensure that the Account Bank promptly acknowledges such notice to the Lender in the form of Schedule 3 (*Form of Acknowledgement of the Account Bank to the Lender*) hereto

5.4 Negative Pledge

The Chargors shall not create or permit to subsist any Security on any Deposit save as created under this Deed or other than as permitted by the Loan Documents

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 a Chargor (not acting by an attorney in accordance with Clause 8 (*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 relevant 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 any Deposit

6.2 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

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 Deposits, 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 any Deposit in or towards the payment or discharge of the Secured Obligations in such order as the Lender in its absolute discretion may from time to time determine. For this purpose, the parties agree that a commercially reasonable method of valuing any Deposit shall be the amount standing to the credit of the Collateral Accounts, 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, each 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 that 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 that 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

Subject to all applicable laws and regulations, each Chargor shall ratify and confirm all action taken 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 8 1 (*Appointment and powers*) provided that no such acts result from such attorney's gross negligence or wilful misconduct.

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 in accordance with Clause 14 (*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 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 any Deposit 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 a 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 Chargors 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 Chargors 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

Each 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 a 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, no Chargor shall 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.

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 any Deposit or any part of any Deposit which is prohibited by the terms of any Loan Document, the Lender will promptly notify the relevant Chargor and all payments thereafter by or on behalf of that 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 that 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

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 Chargors shall at the Obligors' reasonable expense and properly incurred 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 any Deposit or any part thereof or for perfecting the Security created or intended to be created in respect of any Deposit or for the exercise of all powers, authorities and discretions vested in the Lender in respect of any Deposit 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 of any Deposit or any part thereof) The Lender shall not be in any way liable or responsible to the Chargors 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 gross 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 Chargors 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 gross negligence or wilful misconduct

14. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Lender shall, at the request of the Chargors and the reasonable cost of the Obligors, promptly release and cancel the security constituted by this Deed and procure the reassignment to the Chargors 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 provided that, in the reasonable opinion of the Lender no payment made in or towards the discharge of any of the Secured Obligations is capable of being avoided or set aside under any law applicable to liquidation, administration, receivership or insolvency

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 Chargors 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
COLLATERAL ACCOUNTS

CHARGOR	COLLATERAL ACCOUNTS
Manager	Account Bank The Royal Bank of Scotland plc Sort code 15-10-00 Account number [REDACTED] IBAN [REDACTED] SWIFT [REDACTED] Account Name Mayfair Equity Partners LLP
General Partner	Account Bank The Royal Bank of Scotland plc Sort code 15-10-00 Account number [REDACTED] IBAN [REDACTED] SWIFT [REDACTED] Account Name Mayfair Equity Partners I General Partner Limited

NOTICE TO ACCOUNT BANK

EXECUTION PAGE

THE CHARGORS


EXECUTED as a DEED by
MAYFAIR EQUITY PARTNERS LLP


In the presence of
Witness

Witness name Mark Gallagher

Address [Redacted]
[Redacted]

EXECUTED as a DEED by
MAYFAIR EQUITY PARTNERS I GENERAL
PARTNER LIMITED


In the presence of
Witness

Witness name Mark Gallagher

Address [Redacted] deas

THE LENDER

**EXECUTED as a DEED by
SILICON VALLEY BANK**


Authorised Signatory