

LL MR01

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



Companies House

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 which is
an instrument. Use form

For further information, please
refer to our guidance at

www.companieshouse.gov.uk

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



A21 *A4NDPAPU* #129
31/12/2015
COMPANIES HOUSE

☒ You **must** enclose a certified copy of the instrument with this form
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

☒ ☐ For official use

→ **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 d 3 m 1 m 2 y 2 y 0 y 1 y 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

LL MR01

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

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

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ 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

☒ Yes

☐ No

8

Trustee statement¹

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

☐

¹ This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X Reed Smith LLP X

This form must be signed by a person with an interest in the charge

LL MR01

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 EC2A 2RS

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 0007

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 31st December 2015

Given at Companies House, Cardiff on 8th January 2016



Companies House



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

1. MAYFAIR EQUITY PARTNERS LLP
(as Assignor)

2. SILICON VALLEY BANK
(as Bank)

ASSIGNATION IN SECURITY

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: AKK.KLF.SIL37.1

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL *subject to redactions*
permitted under s859G of the Companies Act 2006
REED SMITH LLP *Reed Smith LLP*
DATE *24 December 2015*

CONTENTS

CLAUSE

1.	DEFINITIONS AND INTERPRETATION.	2
2	UNDERTAKING TO PAY .	5
3	ASSIGNATION ..	5
4	POWER OF ATTORNEY IN RESPECT OF GENERAL PARTNER'S SHARE . ..	5
5	CONTINUING SECURITY .	6
6	REPRESENTATIONS AND WARRANTIES ..	7
7.	UNDERTAKINGS	8
8	FURTHER ASSURANCES ..	8
9	ENFORCEMENT OF SECURITY	9
10.	RIGHTS UNDER THE ASSIGNED PROPERTY .	9
11	APPLICATION OF PROCEEDS .	10
12	PROTECTION OF THIRD PARTIES	10
13	CURRENCY OF ACCOUNT	10
14	DELEGATION BY LENDER .	11
15	ASSIGNATIONS, ETC .	11
16	WAIVERS AND REMEDIES CUMULATIVE	11
17	ADDITIONAL PROVISIONS	12
18	NOTICES .	12
19.	ENFORCEMENT . . .	12
20	COUNTERPARTS .	13
21	GOVERNING LAW	13

SCHEDULE

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this assignment is delivered on 23 December 2015

THIS ASSIGNATION IN SECURITY (the "Assignment") is made by

- (1) **MAYFAIR EQUITY PARTNERS LLP**, a limited liability partnership established under the laws of England and Wales with registered number OC393828 and whose registered address is 8 Hanover Street, London W1S 1YQ (in its own capacity and in its capacity as manager, the "Assignor"),

in favour of

- (2) **SILICON VALLEY BANK**, registered in England and Wales under numbers BRO14561 and FCO29579 of 7th Floor, 41 Lothbury, London EC2R 7HF (the "Bank")

WHEREAS

- (A) The Bank has executed the Facilities Agreement pursuant to which certain loan facilities have been made available to the Borrower. Utilisation under the Facilities Agreement is subject to certain conditions, one of which is that the Assignor enters into this Assignment
- (B) Mayfair Equity Partners I General Partner Limited has assigned its whole right, title and interest in the Assigned Rights to the Assignor pursuant to the Transfer Agreement
- (C) The Assignor is satisfied that it will receive direct or indirect economic benefits from the loans and other extensions of credit under the Facilities Agreement and that entering into this Assignment is for the purposes and to the benefit of the Assignor and its business

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment -

'Assigned Rights' means all the Assignor's right, title, interest in and to the benefit, whether present or future, to the General Partner's Share assigned to the Assignor pursuant to the Transfer Agreement now or at any time herein given, with all claims, causes of actions and damages arising in connection therewith and any proceeds of the foregoing

'Default Rate' means the rate specified in clause 8.3 (*Default interest*) of the Facilities Agreement

'Facilities Agreement' means the facilities agreement dated 28 September 2015 between amongst others (1) Dickens 123 Limited as Borrower (2) Mayfair Equity Partners I Co-Investment (Guernsey) LP (3) Mayfair Equity Partners I GP (Guernsey) Limited (4) Mayfair Equity Partners I General Partner Limited (5) Mayfair Equity Partners LLP and (6) the Bank as amended on or around the date of this Assignment

'General Partner's Share' has the meaning given to that term in the MEP Partnership Agreement

'MEP' means MAYFAIR EQUITY PARTNERS I LP, a limited partnership established under the laws of Scotland with registered number SL019880 and whose registered address is 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ, acting by its general partner MAYFAIR EQUITY PARTNERS I GENERAL PARTNER LIMITED, a limited company incorporated under the laws of Scotland with registered number SC498626 and whose registered address is 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ

'MEP Partnership Agreement' means the amended and restated limited partnership agreement between (1) Mayfair Equity Partners I General Partner Limited as general partner of MEP, (2) Mayfair Equity Partners I GP LLP (registered number SO305247) as second general partner and (3) Mayfair Equity Partners I General Partner (Guernsey) Limited as the founder partner dated 17 July 2015.

'MEP Partnership Documents' means the MEP Partnership Agreement and each Subscription Agreement, Side Letter, Management Agreement issued under or pursuant to the MEP Partnership Agreement

'Schedule' means the schedule annexed to this Assignment

'Secured Obligations' means each Obligor's obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) to pay when due any debts, principal, interest, the Bank Expenses and other amounts it owes the Bank now or in the future, whether under the Facilities Agreement, the other Loan Documents or otherwise, including, without limitation, interest accruing after Insolvency Proceedings begin and debts, liabilities or obligations of an Obligor (both actual and contingent) assigned to the Bank and the performance of each Obligor's duties under the Loan Documents.

'Security Period' means the period beginning on the date of this Assignment and ending on the date on which all of the Secured Obligations have irrevocably and unconditionally been discharged in full and all the facilities under or pursuant to the Facilities Agreement have been cancelled in full

'Transfer Agreement' means the assignment by Mayfair Equity Partners I General Partner Limited in favour of the Assignor in relation to the General Partner's Share dated on or about the date of this Assignment

1.2 Interpretation

- (a) Unless expressly defined in this Assignment, or the context otherwise requires, capitalised terms defined in the Facilities Agreement have the same meanings when used in this Assignment;
- (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 Assignment 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 a Clause is to be construed as a reference to the relevant clause of this Assignment,
- (h) words importing the singular shall include the plural and vice versa,
- (i) references to the Assignor, the Bank or any other person shall be construed so as to include its successors in title, permitted assignees 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, establishment or domicile has assumed the rights and obligations of any party under this Assignment 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 Facilities 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 Assignment 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 Bank setting forth the amount of any Secured Obligation due from the Assignor shall be prima facie evidence of such amount in the absence of manifest error.

2. UNDERTAKING TO PAY

The Assignor as primary obligor and not merely as surety undertakes to the Bank that it will pay or discharge the Secured Obligations on the due date therefor in the manner provided in the relevant Loan Documents.

3. ASSIGNATION

3.1 Assigation

The Assignor hereby assigns by way of security for the payment and discharge of the Secured Obligations to the Bank with absolute warrandice the **Assigned Rights**

3.2 Re-assignment

Notwithstanding the assignation in Clause 3 1 (*Assigation*), if at any time the whole of the Secured Obligations have been paid or discharged in full and the Bank is under no commitment, obligation or liability under the Facilities Agreement to lend money or provide other financial accommodation to the Obligors, the Bank shall, at the request of the Assignor and reasonable cost of the Obligors, promptly re-assign the Assigned Rights to the Assignor 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 Assigation 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.

4. POWER OF ATTORNEY IN RESPECT OF GENERAL PARTNER'S SHARE

4.1 Appointment

The Assignor hereby irrevocably appoints the Bank and every delegate or sub-delegate thereof to be its mandatories and attorneys (the '**Attorney**') acting severally, and on its behalf and in its names or otherwise to:

- (a) execute and do all such assurances, acts and things which the Assignor is required to do under this Agreement and generally in its name and on its behalf to exercise all or any of the powers, conferred by or pursuant to this Agreement or by statute on the Bank,
- (b) to sign, execute, 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 such powers, authorities and discretions and to demand, sue and prove for, collect and receive the Assigned Rights,

- (c) enforce all rights and remedies available to the Assignor as the Bank may deem necessary or advisable under the Transfer Agreement, and/or
- (d) delegate one or more of the powers conferred on it hereby to an officer or officers of the Attorney and appointed for that purpose by the Attorney

This power of attorney shall take effect immediately but shall only be exercisable upon the occurrence of an Event of Default that is continuing

4.2 Ratification

Subject to all applicable laws and regulations, the Assignor hereby ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the powers granted to him pursuant to Clause 4.1 (*Appointment*) provided that no such acts result from such attorney's gross negligence or wilful misconduct

4.3 Indemnity

The Assignor indemnifies the Attorney against any liability, claim, loss, cost, charge or expense arising from the lawful exercise of any power under Clause 4.1 (*Appointment*) (including any cost incurred in enforcing this indemnity), other than such liability resulting from the wilful misconduct, fraud or gross negligence by the Attorney

5. CONTINUING SECURITY

5.1 Continuing Security

The Security constituted by this Assignment shall be a continuing security which shall extend to all the Secured Obligations, shall not be considered as satisfied or discharged by any intermediate payment or settlement of all or any of such Secured Obligations and is in addition to and independent of and shall not prejudice, affect or merge with any other Security which the Bank may hold at any time for any of the Secured Obligations.

5.2 Breaking of Accounts

If the Bank receives notice of any Security (other than Security created pursuant to this Assignment) created after the date hereof and affecting any of the Assigned Rights or if the Security constituted hereby ceases to be continuing Security -

- (a) the Bank may open a new account or accounts in respect of any or all of the Secured Obligations, and if it does not do so it shall be treated as if it had done so at the time it received such notice or at the time such Security ceased to be continuing, and
- (b) all payments made by the Assignor to the Bank after the Bank receives such notice shall be credited, or shall be treated as having been credited, to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

5.3 Avoided Payments

Where any reassignment or discharge or other arrangement in respect of any of the Secured Obligations or any Security the Bank may hold for any of the Secured Obligations is made in reliance on any payment, security or other disposition which is avoided or must be restored in an insolvency, liquidation or otherwise without limitation, this Assignment shall, whether or not the Bank has conceded or compromised any claim that any payment, security or other disposition will or should be avoided, continue as if such discharge or other arrangement had not been made

5.4 Appropriations

Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Bank (after this Assignment has become enforceable in accordance with Clause 9 (*Enforcement of Security*)) may refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of such Secured Obligations or apply and enforce the same in such manner and order as it sees fit (but against the Secured Obligations only) subject to Clause 11 (*Application of Proceeds*). Any such appropriation shall override any purported appropriation by the Assignor, and the Assignor shall not be entitled to the benefit of the same

5.5 Suspense Account

Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, after this Assignment has become enforceable in accordance with Clause 9 (*Enforcement of Security*), the Bank may hold in a suspense account any moneys received from the Assignor or otherwise in respect of any of the Secured Obligations

6. REPRESENTATIONS AND WARRANTIES

The Assignor makes the following representations and warranties to the Bank ((i) on the date of this Assignment 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 in accordance with Clause 15 (*Representations and Warranties*) of the Facilities Agreement, and acknowledges that the Bank has entered into the Loan Documents in reliance on such representations and warranties

6.1 Assigned Rights

- (a) the MEP Partnership Documents permit the Assignor to receive the General Partner's Share (as defined in the MEP Partnership Agreement),
- (b) the Assignor has the legal right to demand and to receive the General Partner's Share,
- (c) the Assignor is not, nor, to the best of its knowledge, is any other party in default in any material respect under any Partnership Document other than to the extent expressly permitted by the Loan Documents,
- (d) the Assignor has not assigned or agreed to assign any of its present or future rights, title or interest in and to any of the Assigned Rights other than pursuant to this Assignment or to the extent permitted by the Facilities Agreement,

- (e) as far as the Assignor is aware, as at the date of this Assignment, no right of action is vested in any party to any of the MEP Partnership Documents in respect of any representation, breach of condition, breach of warranty or breach of any other express or implied term by the Assignor thereunder (unless such right of action is vested by virtue of the operation of law), and
- (f) the Assignor has no knowledge of any fact which would or might prejudice or affect any right, power or ability of the Bank to enforce any of the Assigned Rights

7. UNDERTAKINGS

The Assignor undertakes as follows to the Bank throughout the Security Period

7.1 Negative Pledge

It shall not, except pursuant to this Assignment, create or agree or attempt to create or permit to exist in favour of any person (other than the Bank), any Security (other than as permitted by the Loan Documents) over the whole or any part of the Assigned Rights or agree to do so

7.2 Compliance

The Assignor shall, at any time after the occurrence of an Event of Default which is continuing, do or permit to be done each and every act or thing the Bank may from time to time require to be done for the purpose of enforcing the Bank's rights under this Assignment and shall allow the Assignor's name to be used as and when required by the Bank for that purpose

7.3 Notice of Assignment

- (a) An intimation of this Assignment shall be sent out to MEP substantially in the form of notice contained in Part 1 of the Schedule
- (b) The notice referred to in paragraph (a) above shall be sent out immediately after the date of this Assignment

8. FURTHER ASSURANCES

The Assignor shall, at the reasonable and properly incurred expense of the Obligor from time to time, execute and give all such assurances and do all acts and things as the Bank may reasonably require under the laws of any jurisdiction governing the Assigned Rights to enable the Bank to perfect or protect the security intended to be created hereby over the Assigned Rights or any part thereof or, following the occurrence of an Event of Default that is continuing, to facilitate the sale of the Assigned Rights or any part thereof or the exercise by the Bank of any of the rights, powers, authorities and discretions vested in it or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the Bank or in the names of its nominee, agent or any purchaser. To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the other Clauses of this Assignment, the Assignor shall execute all transfers, sales, dispositions and appropriations and in particular (but without limitation) promptly after being requested to do so by the Bank, execute all assignments and transfers of any Assigned Rights which come into existence after the date of this Assignment (whether to the Bank or otherwise) and shall

give all notices, orders and directions and make all registrations which the Bank may reasonably consider expedient

9. ENFORCEMENT OF SECURITY

9.1 Event of Default

At any time after the occurrence of an Event of Default which is continuing the Bank may exercise any of the Assignor's rights or remedies under the Transfer Agreement in relation to the Assigned Rights as are conferred on the Bank pursuant to this Assignment and perform the obligations assumed by the Assignor under the Transfer Agreement in relation to the Assigned Rights in such manner as it sees fit and may, without notice to the Assignor and without demand for payment, apply the moneys derived from the Transfer Agreement in relation to the Assigned Rights in or towards discharge of the Secured Obligations in accordance with the terms hereof

10. RIGHTS UNDER THE ASSIGNED PROPERTY

10.1 Clause 9 not affected

The provisions of this Clause are without prejudice to Clause 9 1 (*Event of Default*)

10.2 Limitation of the Bank's Liabilities

The Bank shall not be obliged -

- (a) to make any enquiry as to the nature or sufficiency of any payment received by it under this Assignment or pursuant to the Transfer Agreement,
- (b) to make any enquiry as to the adequacy of performance by any other party to the Transfer Agreement or of its obligations under any relevant contract;
- (c) to make any claim or take any other action under this Assignment, or
- (d) to collect any moneys or to enforce any of its other rights under this Assignment

10.3 Assignor liable to perform

The Assignor shall remain liable to perform all the obligations assumed by it in relation to the Transfer Agreement

10.4 Further limitation of Bank's liabilities

The Bank shall have no obligation under the Transfer Agreement and shall have no liability in the event of the failure by the Assignor to perform its obligations under the Transfer Agreement

11. APPLICATION OF PROCEEDS

11.1 Application of Proceeds

Any moneys received by the Bank pursuant to this Assignment and/or under the powers hereby conferred shall, subject to the Facilities Agreement, after the occurrence of an Event of Default which is continuing, be applied by the Bank for the following purposes and, unless otherwise determined by the Bank, in the following order of priority but without prejudice to the right of the Bank to recover any shortfall from any Assignor and to the Bank's rights pursuant to Clause 5.4 (*Appropriations*) -

- (a) in satisfaction of or provision for all costs, charges and expenses incurred and payments made by the Bank, together with interest (after as well as before judgment) at the Default Rate from the date the same becomes due and payable until the date the same are unconditionally and irrevocably paid and discharged in full,
- (b) thereafter shall be applied by the Bank (notwithstanding any purported appropriation by the Assignor) in accordance with the Facilities Agreement, and
- (c) after the end of the Security Period, in payment of the surplus (if any) to the Assignor or other person entitled thereto

12. PROTECTION OF THIRD PARTIES

No person or company dealing with the Bank or its agents shall be concerned to enquire whether the Secured Obligations have become due and payable or whether any of the Secured Obligations remains outstanding or to see to the application of any money paid to the Bank

13. CURRENCY OF ACCOUNT

13.1 Currency of Account

All payments hereunder shall be made in immediately available funds in the currency and to the account specified by the Bank in the corresponding demand

13.2 Currency Conversion

If any monies are received or held by the Bank in a currency other than that specified in such demand, such monies may be converted into such other currency as the Bank considers necessary or desirable to cover the Secured Obligations in that other currency at the Bank's spot rate of exchange

13.3 No Discharge

No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Assignor unless and until the Bank shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Bank shall have a further separate cause of action against the Assignor to recover the amount of the shortfall

14. DELEGATION BY LENDER

The Bank 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 Bank under this Assignment in relation to the Assigned Rights 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 Bank may think fit. The Bank shall not be in any way liable or responsible to the Assignor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

15. ASSIGNATIONS, ETC.

15.1 Permitted Successor

This Assignment shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns.

15.2 The Bank

The Bank may assign and transfer all of its respective rights and obligations hereunder pursuant to and in accordance with the Facilities Agreement.

15.3 The Assignor

The Assignor shall not be entitled to transfer or assign all or any of its rights in respect of this Assignment without the prior written consent of the Bank.

16. WAIVERS AND REMEDIES CUMULATIVE

16.1

(a) The rights of the Bank under this Assignment -

- (i) may be exercised as often as the Bank deems necessary (in its discretion),
- (ii) are cumulative and not exclusive of any rights provided by law, and
- (iii) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right shall not be construed as a waiver of that right.

- (b) The Bank may waive any breach by the Assignor of any of the Assignor's obligations hereunder.

16.2

- (a) The Assignor irrevocably and unconditionally
 - (i) waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of Scotland to require that recourse be had to the assets of any other person before any claim is enforced against it in respect of its obligations under any of the Loan Documents, and
 - (ii) waives and abandons any and all rights or entitlement which it has or may have under the existing laws or future laws of Scotland to require that any liability under any guarantee or indemnity given or in connection with any Loan Document be divided or apportioned with any other person or reduced in any matter

17. ADDITIONAL PROVISIONS

17.1 Provisions severable

If any provision of this Assignment is or becomes illegal, invalid or unenforceable in any way in any jurisdiction, it shall not affect the legality, validity or enforceability

- (a) in that jurisdiction of any other provision, or
- (b) in any other jurisdiction of that or any other provision

17.2 Potentially avoidable payments

If the Bank considers that an amount paid or credited to it under any Loan Document is capable of being avoided or otherwise set aside or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of the person by whom such amount is paid, then for the purposes of this Assignment, such amount shall be regarded as not having been irrevocably paid

18. NOTICES

Clause 26 (*Notices*) of the Facilities Agreement shall apply to this Assignment as if such clause were set out in full herein

19. ENFORCEMENT

19.1 Jurisdiction

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

19.2 Appropriate Forum

- (a) The parties hereto agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (b) This Clause 19 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any other jurisdiction

20. COUNTERPARTS

Where executed in counterparts

- (a) this Assignment shall not take effect until all of the counterparts have been delivered, and
- (b) delivery will take place when the date of delivery is agreed between the parties after execution of this Assignment as evidenced by the date inserted at the start of this Assignment.

21. GOVERNING LAW

This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Scots law. IN WITNESS WHEREOF this Assignment consisting of this and the preceding 11 pages is executed as follows and is delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date set out on page 1 of this Assignment

BY  YFAIR EQUITY PARTNERS LLP

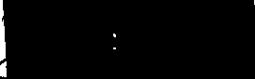
signature of
member

 KEITH AYLWARD


JACK PRIESTMAN

Address of witness





signature of
member

DANIEL W SASAKI
full name of above (print)


21 December 2015
date of signing

London
place of signing

For SILICON VALLEY BANK as Bank


signature of
director/secretary/authorised signatory/witness
WIBKE PENSE
full name of above (print)

Address of witness


signature of
director/secretary/authorised signatory
NAHILTA ANAND
full name of above (print)

date of signing
23 December 2015
place of signing
London

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION BY MAYFAIR EQUITY PARTNERS LLP IN FAVOUR OF SILICON VALLEY BANK

SCHEDULE

PART 1

Form of intimation to MEP

To []

Dated 2015

Dear Sirs

Re The amended and restated limited partnership agreement dated 17 April 2015 constituting and governing Mayfair Equity Partners I LP (the "**Partnership Agreement**")

All words and expressions defined in the Assignment (as defined below) shall have the same meaning when used in this intimation unless the context otherwise requires. Please note the following

1 On _____ 2015, Mayfair Equity Partners I General Partner Limited (the "**General Partner**") signed a term loan facility agreement for bridging obligations of Mayfair Equity Partners I General Partner (Guernsey) Limited (in its capacity as general partner of Mayfair Equity Partners I Co-Investment (Guernsey) LP) to Mayfair Equity Partners I LP and for paying operating expenses of Dickens 123 Limited. As part of this process (i) the General Partner signed an assignment in favour of Mayfair Equity Partners LLP (the "**Assignor**") where some of the rights regarding receipt of the general partner's share under the Partnership Agreement were assigned to the Assignor, and (ii) we, the Assignor, then signed an assignment in security in favour of Silicon Valley Bank (the "**Assignment**") where the said rights regarding receipt of the general partner's share under the Partnership Agreement have been assigned by way of security to them.

2 Accordingly, we hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary) to pay all monies payable by you under the Partnership Agreement in terms of our Assigned Rights directly to such bank account of the Bank or its nominee as it may from time to time notify to you in writing and to such extent as they may specify.

3 Until receipt of any such notice from the Bank

3.1 you may continue to make such payments to us in accordance with the Partnership Agreement,
and

3 2 we may, on behalf of the Bank, continue to exercise the Assigned Rights

4 A certified true copy of the Assignment is enclosed with this intimation. Please note in particular, without limitation, the terms of the following provisions which we have agreed with the Bank –

4 1 Clause 6 (Representations and Warranties), and

4 2 Clause 7 (Undertakings)

5 This intimation is governed by the laws of Scotland.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Bank.

Yours faithfully

For and on behalf of MAYFAIR EQUITY PARTNERS LLP

PART 2

Form of acknowledgment

To: Silicon Valley Bank as Bank

We confirm that --

- 1 We have received the above intimation and certified copy of the Assignment referred to in it.
- 2 We irrevocably accept the instructions contained in the intimation
- 3 We have noted the terms and provisions of the Assignment including, without limitation, those provisions referred to in paragraph 4 of the intimation
- 4 We are not aware of any assignment or other transfer by the Assignor in relation to its Assigned Rights
- 5 We have not claimed or exercised, and we agree not to claim or exercise following receipt of any notice from the Bank under paragraph 2 of the intimation, any right of set-off, counterclaim, retention, lien or balancing of accounts against the Assignor in respect of its Assigned Rights

Yours faithfully,

[]

.

By

Dated