



Registration of a Charge

Company Name: **PANTHEON INTERNATIONAL PLC**

Company Number: **02147984**



XBDNF001

Received for filing in Electronic Format on the: **30/09/2022**

Details of Charge

Date of creation: **28/09/2022**

Charge code: **0214 7984 0010**

Persons entitled: **CREDIT SUISSE AG, LONDON BRANCH AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2147984

Charge code: 0214 7984 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2022 and created by PANTHEON INTERNATIONAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2022 .

Given at Companies House, Cardiff on 4th October 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Execution Version

Charge over Bank Accounts

Pantheon International Plc

Pantheon International Holdings, L.P.

Pantheon International Holdings GP LP

as Chargors

and

Credit Suisse AG, London Branch

as Security Agent

28 September 2022

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	3
2. COVENANT TO PAY.....	5
3. CHARGING CLAUSE	5
4. FURTHER ASSURANCE	5
5. UNDERTAKINGS - GENERAL	6
6. BANK ACCOUNTS.....	6
7. DELIVERY OF DOCUMENTS OF TITLE	7
8. DEPOSITARY AGREEMENT	7
9. ATTORNEY	7
10. ENFORCEMENT	8
11. EXTENSION AND VARIATION OF STATUTORY POWERS	9
12. PROTECTION OF THIRD PARTIES	9
13. PROTECTION OF SECURITY AGENT AND RECEIVER	10
14. APPLICATION OF ENFORCEMENT PROCEEDS	10
15. PROTECTION OF SECURITY	10
16. NOTICES	12
17. CHANGES TO PARTIES.....	12
18. CURRENCY	13
19. MISCELLANEOUS	13
20. GOVERNING LAW AND JURISDICTION	13
SCHEDULE 1	15
CHARGORS	15
SCHEDULE 2	16
Accounts.....	16
SCHEDULE 3	17
Form of notice to Account Banks.....	17

THIS DEED is made on 28 September 2022

BETWEEN:

- (1) **PANTHEON INTERNATIONAL PLC** a public limited company registered in England and Wales with company number 02147984 (a "**Chargor**");
- (2) **PANTHEON INTERNATIONAL HOLDINGS, L.P.**, a limited partnership registered in the State of Delaware with registration number 5705738 (a "**Chargor**");
- (3) **PANTHEON INTERNATIONAL HOLDINGS GP LP**, an exempted limited partnership registered in the Cayman Islands with registration number MC-111126 (a "**Chargor**" and together with each Chargor, the "**Chargors**"); and
- (4) **CREDIT SUISSE AG, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"Accounts" means:

- (a) the bank accounts listed in schedule 2 (Accounts); and
- (b) each account designated as an "Account" as that Chargor shall notify to the Security Agent in writing, and any replacement account or any sub-division or sub-account of those accounts;

"Cash Sweep Event" has the meaning given to that term in the Facilities Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Depository" means BNP Paribas Trust Corporation UK Limited, a company incorporated in England and Wales with registered number 04042668;

"Depository Agreement" means the depository agreement between (amongst others) Pantheon International Plc with company number 02147984 and BNP Paribas Securities Services dated 22 July 2014, as novated on 11 May 2022 through a deed of novation and amendment between BNP Paribas Securities Services as outgoing depository, the Depository as incoming depository, Pantheon International Plc and Pantheon Ventures (UK) LLP, as may be amended, supplemented or replaced from time to time;

"Event of Default" has the meaning given to that term in the Facilities Agreement;

"Existing Accounts Security Agreement" means the accounts security agreement dated 2 August 2022 entered into between the Chargors and the Security Agent;

"Facilities Agreement" means the facilities agreement made between, among others, the Chargors, Lloyds Bank Corporate Markets plc as agent and the Security Agent as security trustee, dated 2 August 2022, as amended and/or amended and restated from time to time;

"Finance Documents" has the meaning given to that term in the Facilities Agreement;

"Finance Parties" has the meaning given to that term in the Facilities Agreement;

"Receiver" means a receiver or receiver and manager in each case appointed under this deed;

"Related Rights" means, in relation to any Account:

- (a) any monies and proceeds paid or payable in relation to that Account; and
- (b) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that Account;

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by an Obligor to any Secured Party under any Finance Document, whether present or future, both actual and contingent and whether incurred solely, severally or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006;

"Secured Parties" means the Finance Parties and any Receiver or Delegate;

"Securities" means the "Financial Instruments" and "Other Assets" (each as defined in the Depositary Agreement) held in the relevant Accounts; and

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facilities Agreement apply equally to the construction of this deed, except that references to the Facilities Agreement will be construed as references to this deed;
 - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iv) the **"Chargor"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (v) 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;

- (vi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
 - (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (x) a provision of law is a reference to that provision as amended or re-enacted; and
 - (xi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule heading are for ease of reference only.
 - (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 **Third Party Rights**

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which expressly confer rights on it however the consent of a Receiver or Delegate (or any other Finance Party not party to this deed) is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. **COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand of the Security Agent pay the Secured Obligations when they fall due for payment in accordance with their respective terms.

3. **CHARGING CLAUSE**

Each Chargor, as security for the payment and discharge of the Secured Obligations, charges by way of first fixed charge in favour of the Security Agent with full title guarantee all of its right, title and interest in the Accounts and all Related Rights.

4. **FURTHER ASSURANCE**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the

Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or

(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

(b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

5. UNDERTAKINGS - GENERAL

5.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any Security constituted by this deed remains in force.

5.2 Negative Pledge

Each Chargor will not create or permit to subsist any Security over all or any part of the Charged Property except as permitted by the Facilities Agreement.

6. BANK ACCOUNTS

6.1 Withdrawals

Upon the occurrence of a Cash Sweep Event which is continuing in respect of which the Security Agent has issued a notice to an Account Bank that permission to withdraw monies (including any Securities) from an Account is withdrawn, no Chargor may withdraw all or any monies (including any Securities) from time to time standing to the credit of an Account, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent.

6.2 Notification

Each Chargor shall promptly and in any event within 5 Business Days of the opening of the same, deliver to the Security Agent in writing details of each account opened or maintained by it with any bank, building society, financial institution or other person, to the extent not expressly set out in this deed or in the Existing Accounts Security Agreement and such notification shall include a designation by that Chargor of each such account as an Account for the purposes of this deed.

6.3 Perfection of Bank Account Security

Each Chargor will, immediately upon execution of this deed (or upon designation of a bank account as an Account in accordance with clause 6.2 (Notification) after the date of this deed):

- (a) give notice (substantially in the form set out in schedule 3 (Form of notice to Account Banks)) to each institution with which it holds any Account (each an "**Account Bank**"), of the Security created by this deed over those Accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice;
- (b) use its reasonable endeavours to obtain from each Account Bank, no later than the date falling one (1) month after the date of this agreement or the date of service of the notice pursuant to clause 6.2 (Notification), an acknowledgment of that notice by countersigning a copy of it and delivering that copy to the Security Agent

provided that, if the relevant Chargor does not obtain such acknowledgment within that one (1) month period, that Chargor shall not be permitted to incur Financial Indebtedness owing to the relevant Account Bank in an amount exceeding GBP 10,000.00 (or its equivalent in other currencies).

7. **DELIVERY OF DOCUMENTS OF TITLE**

Without prejudice to any specific requirements in this deed for the delivery of documents, after the Security created by or pursuant to this deed has become enforceable, the Chargors shall promptly on the request of the Security Agent, deliver (or procure delivery) to the Security Agent, to the extent held by the Chargors, and the Security Agent shall be entitled to retain any certificates and other documents of title representing the Securities to which the Chargors (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and executed as the Security Agent may reasonably require) with a view to perfecting its security over the Securities or to registering any Securities in its name or the name of any nominee(s). If for any reason it returns any document to the Chargors (or its nominee), it may by notice to the Chargors require that the relevant document be redelivered to it and the Chargors shall promptly comply (or procure compliance) with that notice.

8. **DEPOSITARY AGREEMENT**

Each Chargor:

- (a) shall at all times ensure that the Depositary Agreement remains in full force and effect in all material respects;
- (b) shall at all times comply with the terms of the Depositary Agreement in all material respects; and
- (c) shall not, without the Security Agent's prior written consent, amend or waive any term of the Depositary Agreement, other than any amendment or waiver that is (i) required as a result of any change in legislation or regulation; (ii) solely of an administrative or technical nature; and (iii) not adverse to the interests of the Finance Parties (taken as a whole).

9. **ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of any Finance Document but has failure to do so within 10 Business Days of receipt of notice from the Security Agent detailing such failures; and/or
- (b) following the occurrence of an Event of Default which is continuing in respect of which the Security Agent has issued a notice pursuant to (and in accordance with) clause 26.19 (Acceleration) of the Facilities Agreement, which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law,

and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

10. **ENFORCEMENT**

10.1 **Exercise of Enforcement Powers**

At any time after (i) an Event of Default has occurred and is continuing in respect of which the Security Agent has issued a notice pursuant to (and in accordance with) clause 26.19 (Acceleration) of the Facilities Agreement or (ii) the Security Agent receives a request from any Chargor that it exercise any of its powers under this deed:

- (a) the Security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the Security and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise all rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.2 **Appointment of Receiver**

- (a) If:
 - (i) an Event of Default has occurred and is continuing in respect of which the Security Agent has issued a notice pursuant to (and in accordance with) clause 26.19 (Acceleration) of the Facilities Agreement; or
 - (ii) so requested by the relevant Chargor,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

10.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- (b) If:
 - (i) an Event of Default has occurred and is continuing in respect of which the Security Agent has issued a notice pursuant to (and in accordance with) clause 26.19 (Acceleration) of the Facilities Agreement; or
 - (ii) the Security Agent receives a request from any Chargor that it exercise any of its powers under this deed,

the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The parties agree that the value of that appropriated financial collateral for this purpose shall be, in the case of any Investments, the market value of such Investments determined by the Security Agent by reference to a public index or

independent valuation, or by such other process as the Security Agent may reasonably select.

- (d) The parties hereby agree that the method of valuation provided for in this deed shall constitute a commercially reasonable method of valuation.
- (e) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
 - (i) the Security Agent must account to the Chargors for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

11. EXTENSION AND VARIATION OF STATUTORY POWERS

11.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the Security created by this deed (to the extent possible), unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

11.2 Section 101 LPA Powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

11.3 Restrictions Disapplied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

12. PROTECTION OF THIRD PARTIES

12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of

any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

13. PROTECTION OF SECURITY AGENT AND RECEIVER

13.1 Role of Security Agent

The provisions set out in clause 30 of the Facilities Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

14. APPLICATION OF ENFORCEMENT PROCEEDS

14.1 Order of Application

All proceeds of enforcement received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the following order notwithstanding any purported appropriation by the Chargors;

- (a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate;
- (b) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the security created by this deed taken in accordance with the terms of this deed; and
- (c) in payment to the Facility Agent for application in accordance with clause 30.44 (Order of Application) of the Facilities Agreement.

14.2 Suspense Account

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement received pursuant to this deed or otherwise on account of each Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

15. PROTECTION OF SECURITY

15.1 Continuing Security

This Security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

15.2 Other Security

- (a) This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This Security may be enforced against the Chargors without first having recourse to any other rights of the Security Agent or any other Secured Party.

15.3 Cumulative Powers

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15.4 Amounts Avoided

If any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of that Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

15.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of the Chargors or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargors under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.6 Waiver of Defences

The obligations of the Chargors under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

15.7 Non-competition

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargors will not exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 15.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 14 (Application of Enforcement Proceeds).

15.8 Subsequent Security - Ruling-off Accounts

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to that Chargor), as from the time it receives that notice, all payments made by that Chargor to it shall (in the absence of any express appropriation to the contrary) 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.

15.9 Redemption of Prior Charges

The Security Agent may, at any time after an Event of Default has occurred and for so long as that Event of Default is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

16. NOTICES

Clause 35 (Notices) of the Facility Agreement shall apply to this deed.

17. CHANGES TO PARTIES**17.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

17.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 29 (Changes to the Obligors) of the Facilities Agreement, and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

18. **CURRENCY**

18.1 **Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

18.2 **No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

19. **MISCELLANEOUS**

19.1 **Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

19.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

19.3 **Counterparts**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

19.4 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, the Obligors under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of any Chargor, take any action which is necessary to release the Charged Property from the security constituted by this deed.

20. **GOVERNING LAW AND JURISDICTION**

- (a) 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.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").

- (c) The parties to this deed 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.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1
CHARGORS

Name	Registered Number and Jurisdiction
Pantheon International PLC	02147984, England and Wales
Pantheon International Holdings, L.P	5705738, Delaware
Pantheon International Holdings GP LP	MC-111126, Cayman Islands

SCHEDULE 2**Accounts**

Account Bank	Sort Code	Account Number / Reference / IBAN
Pantheon International Plc as account holder		
BNP Paribas Trust Corporation UK Limited	████████	████████████████████
Royal Bank of Scotland	██████	████████████████████ ████████████████████

Account Bank	BIC	Account Number / Reference / IBAN
Pantheon International Plc as account holder		
BNP Paribas Trust Corporation UK Limited -Global Custody Account	████████	████████████████████

SCHEDULE 3

Form of notice to Account Banks

To: [insert name and address of Account Bank] (the "Account Bank")

Dated: ●

Re: [Name of Chargor] (the "Customer" or "we") - Security over Bank Accounts

We notify you that we have charged in favour of Credit Suisse AG, London Branch (the "**Security Agent**") for the benefit of itself and certain other parties all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts, as security for certain obligations.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) by its countersignature of this notice the Security Agent confirms that we may make withdrawals from the Charged Accounts until the Security Agent notifies you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent following a Cash Sweep Event that is continuing; and
 - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that the Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts; and
 - (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Account Number

●

Sort Code

●

Yours faithfully,

.....

Name:

for and on behalf of

[***Chargor***]

Counter-signed by

.....

Name:

for and on behalf of

Credit Suisse AG, London Branch

[***On acknowledgement copy***]

To: Credit Suisse AG, London Branch
One Cabot Square
London
E14 4QJ

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 3 (a) to 3 (d) above.

.....
Name:
for and on behalf of
[Insert name of Account Bank]

Dated: _____ 2022

SIGNATORIES

Chargor

Executed as a deed by **PANTHEON**)
INTERNATIONAL PLC:)
)
)

Director

DocuSigned by:
[Redacted Signature]
4F5716BFE19346A.....
Name: **Str Laurie Magnus**

Director/Secretary

DocuSigned by:
[Redacted Signature]
44B18603D5514F1.....
Name: **David L Melvin**

Notice Details

Address: 10 Finsbury Square, 4th Floor, London EC2A 1AF, United Kingdom

Email: pip.ir@pantheon.com
Attention: PANTHEON INTERNATIONAL PLC

Chargor

Executed as a deed by **PANTHEON**)
INTERNATIONAL HOLDINGS GP LIMITED)
in its capacity as general partner of)
PANTHEON INTERNATIONAL HOLDINGS)
GP LP)
acting as general partner of
PANTHEON INTERNATIONAL HOLDINGS,
L.P. :

Director

DocuSigned by:
[Redacted Signature]
92B9397B368819B
Name: Jeffrey Miller

Director/Secretary

DocuSigned by:
[Redacted Signature]
9CF64533978F49F
Name: Matt Garfunkle

Address: 10 Finsbury Square, 4th Floor, London EC2A 1AF, United Kingdom

Email: pip.ir@pantheon.com
Attention: PANTHEON INTERNATIONAL HOLDINGS GP LIMITED

Chargor

Executed as a deed by)
PANTHEON INTERNATIONAL)
HOLDINGS GP LIMITED)
in its capacity as general partner of)
PANTHEON INTERNATIONAL
HOLDINGS GP LP

Director DocuSigned by: [Redacted Signature] 92B9397B368849B...
Name: Jeffrey Miller

Director/Secretary DocuSigned by: [Redacted Signature] 9CF64533978F49F...
Name: Matt Garfunkle

Address: 10 Finsbury Square, 4th Floor, London EC2A 1AF, United Kingdom

Email: pip.ir@pantheon.com
Attention: PANTHEON INTERNATIONAL HOLDINGS GP LIMITED

Security Agent

Signed for and on behalf of **CREDIT**)
SUISSE AG, LONDON BRANCH:)
)
)

DocuSigned by:
[Redacted Signature]
B5256C1D69C19.....
Name: **Tim Bulmer**
Title: **Managing Director**

DocuSigned by:
[Redacted Signature]
.....
Name: **Mofozzul Hussain**
Title: **director**

Address: One Cabot Square, London E14 4QJ

Email: list.flp-client-service-europe@credit-suisse.com

Attention: Fund Linked Products; Client Services