

# MR01

## Particulars of a charge

182816/13

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

You can use the WebF  
Please go to www.comp

☒ **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**  
You may not use this form to  
register a charge where  
instrument Use form M



A23 \*A32458MJ\*  
20/02/2014 #62  
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  
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

### 1 Company details

Company number 0 6 2 7 3 0 2 0  
Company name in full Equitix Investment Management Limited

For official use  
→ **Filling 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 1 8 2 8 1 6 / 1 3

### 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 / The Royal Bank of Scotland plc (**Security Agent**)

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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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

Not applicable

5

**Fixed charge or fixed security**

Does the instrument include a fixed 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 company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company 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 MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Addleham Goddard LLP X

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

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Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ULETCK/304919-3785

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



### Certificate

We will send your certificate to the presenter's address if given above or to the company'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 company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ 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 companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies 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 companies 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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**FILE COPY**

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

Company number: 6273020

Charge code: 0627 3020 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2014 and created by EQUITIX INVESTMENT MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2014.

DX

Given at Companies House, Cardiff on 24th February 2014



**Companies House**



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

EXECUTION COPY

Dated 18 February 2014

EQUITIX GP 3 LIMITED  
and

EQUITIX INVESTMENT MANAGEMENT LIMITED  
as Assignors

and

THE ROYAL BANK OF SCOTLAND PLC  
as Security Agent

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DEED OF ASSIGNMENT

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WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

Addleshaw Goddard LLP

DATE 19/02/2014  
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

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This Deed of Assignment is made on

18th February

2014

Between

- (1) **Equitix GP 3 Limited** (a company incorporated in Guernsey with registered number 55700 whose registered office is at Ogler House, St Julian's Avenue, St Peter Port, Guernsey, GY1 1WA) (**General Partner**), and
  - (2) **Equitix Investment Management Limited** (a company incorporated in England and Wales with company number 06273020) whose registered office is at 10-11 Charterhouse Square, London, EC1M 6EH) (**Manager**)
- the **General Partner** and the **Manager** each an **Assignor** and together the **Assignors**, and
- (3) **The Royal Bank of Scotland plc** as security trustee for the Finance Parties (**Security Agent** which term shall include any person appointed as security trustee or as additional trustee in accordance with the terms of the Facility Agreement)

Whereas

- (A) By a facility agreement dated the date of this Deed between the Equitix Fund III LP as Borrower, the General Partner, the Manager, The Royal Bank of Scotland plc as Original Lender, The Royal Bank of Scotland plc as agent and the Security Agent, the Original Lender has agreed to make available to the Borrower a revolving credit facility (**Facility Agreement**)
- (B) It is a condition of the Facility Agreement that the Assignors enter into this Deed and give the security hereby constituted

It is agreed

## 1 Interpretation

### 1.1 In this Deed

**Commitment** has the meaning ascribed to it in the Partnership Agreement

**Drawdown Notice** has the meaning ascribed to that term in the Partnership Agreement

**Investor** has the meaning given to that term in the Partnership Agreement

**Partnership Rights** means all the rights, title and interest of each Assignor under the Partnership Documents to the Commitments (to the extent of the proceeds thereof and the rights of the relevant Assignor to execute and deliver Drawdown Notices pursuant to the Partnership Agreement and otherwise require, and enforce the obligations of, the Investors to contribute the Commitments)

**Secured Obligations** means any and all of any Assignors' liabilities and obligations (whether actual or contingent) present or future to the Security Agent under the Finance Documents as the same may be varied, modified, extended or increased from time to time

### 1.2 In this Deed, unless a contrary intention appears

- (a) capitalised terms used herein shall have the meaning ascribed to them in the Facility Agreement,



- (b) references to clauses and the schedule are references to, respectively, clauses of and the schedule to this Deed and references to this Deed include its schedule,
- (c) a time of day is a reference to London time,
- (d) the index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed,
- (e) words importing the plural shall include the singular and vice versa,
- (f) unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and
- (g) notwithstanding any term of this Deed, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Deed

## **2 Covenant to pay**

Each Assignor hereby covenants to pay on demand all the Secured Obligations owed by it to the Security Agent together with all interest, fees, damages, costs, charges, and expenses properly incurred in connection therewith

## **3 Assignment**

As continuing security for the payment of the Secured Obligations each Assignor as beneficial owner hereby assigns absolutely by way of security with full title guarantee to the Security Agent the Partnership Rights of such Assignor

## **4 Restrictions**

None of the Assignors shall, save as otherwise permitted under the Facility Agreement, without the prior consent in writing of the Security Agent

- (a) create or permit to exist any Security over the Partnership Rights (save for the Security created under this Deed),
- (b) agree any amendment of or variation to the Partnership Agreement (other than as permitted in accordance with the Facility Agreement),
- (c) terminate the Partnership Agreement,
- (d) sell or otherwise dispose of or agree to sell or otherwise dispose of its benefit in the Partnership Rights, or
- (e) take or omit to take any action the taking or omission whereof would or might materially impair the interest, title or rights of the Security Agent in the Partnership Rights,

save that nothing in this clause 4 shall prevent an Assignor exercising its Partnership Rights (including the service and enforcement of Drawdown Notices on the Investors in relation to their respective Commitments in accordance with the provisions of the Partnership Documents) to the extent permitted under the Finance Documents

## **5 Powers of the Security Agent**

- 5.1 The Security Agent may at any time following the occurrence of an Event of Default which is continuing without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 exercise in respect of the Partnership Rights all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended with full power to call in all or any moneys forming part of the Partnership Rights and to enforce all rights to receive moneys forming part of the Partnership Rights in each case under the terms of this Deed and in all cases subject to compliance with the terms of this Deed but otherwise at such times and in such manner and generally on such terms and conditions as the Security Agent may think fit
- 5.2 The Security Agent may apply all moneys it receives in respect of Partnership Rights relating to the relevant Assignor in or towards discharge of the Secured Obligations in such order as the Security Agent in its absolute discretion may from time to time determine

## **6 Attorney**

- 6.1 Each Assignor, by way of security, irrevocably appoints the Security Agent and any person nominated for the purpose by the Security Agent (in writing and signed by an officer of the Security Agent) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed following the occurrence of an Event of Default which is continuing
- (a) to execute or deliver to any Investor Drawdown Notices to the extent necessary to ensure that the relevant Assignor shall pay each amount due by the same under the Finance Documents on the due date for payment therefor; and
  - (b) to execute and deliver and otherwise perfect and do, any deed, assurance, agreements, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent under this Deed or otherwise for any of the purposes of this Deed
- 6.2 Each Assignor covenants with the Security Agent (to the extent that it can lawfully do so) to ratify and confirm all such acts or things made, done or executed by that attorney in accordance with the terms of this Deed

## **7 Receiver**

### **7.1 Appointment of Receiver**

- (a)
  - (i) At any time after any Security created by or under this Deed is enforceable pursuant to Clause 5.1, the Security Agent may appoint a Receiver to all or any part of the Partnership Rights
  - (ii) At any time if so requested in writing by the Assignors, without further notice, the Security Agent may appoint one or more persons to be a Receiver of all or any part of the Partnership Rights as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred by the Law of Property Act 1925

- (b) Any Receiver appointed under this Deed shall be the agent of the Assignors and the Assignors shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver

## **7.2 Removal**

The Security Agent may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated

## **7.3 Powers of Receiver**

### **(a) General**

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 7.3
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers

### **(b) Delegation**

The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power of the Security Agent or any Receiver to sub-delegate) as the Security Agent and Receiver as appropriate may think fit.

### **(c) Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Assignors in relation to any Partnership Rights as the Receiver considers expedient for the purpose of recovering sums due in respect of the Commitments or for the purpose of preserving or enforcing the Partnership Rights.

### **(d) Possession**

A Receiver may get in and collect any sums in respect of the Commitments due in accordance with the Partnership Rights.

### **(e) Receipts**

A Receiver may give valid receipts for all moneys and execute all assurances and things which may be expedient for realising any Partnership Rights.

#### **7.4 Remuneration**

The Security Agent may (subject to Section 36 of the Insolvency Act 1986) from time to time fix the remuneration of any Receiver appointed by it

#### **8 Further assurance**

8.1 The Assignors shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, 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)

(a) to create, perfect, protect and maintain 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 or the Finance Parties provided by or pursuant to this Deed or by law, and/or

(b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed

8.2 Each Assignor 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 Finance Parties by or pursuant to this Deed

8.3 Any document required to be executed by an Assignor under this clause 8 will be prepared at the cost of the Assignors (provided that such cost has been reasonably incurred)

#### **9 Undertakings**

Each Assignor shall promptly send to each of the Investors (and send a copy at the same time to the Security Agent) upon receipt of a written notice from the Security Agent declaring that an Event of Default has occurred, a notice of assignment in the form set out in schedule 1 (Form of notice to Investors) and use its reasonable endeavours to procure that each Investor promptly delivers a copy of such notice duly acknowledged to the Borrower and the Security Agent

#### **10 Warranties**

Each Assignor hereby represents and warrants to the Security Agent that

(a) subject to the Legal Reservations the Security constituted by this Deed constitutes first ranking Security over its Partnership Rights, and

(b) save for the Security created by this Deed, it has not assigned, charged, pledged or otherwise created Security over its Partnership Rights

#### **11 Other security**

11.1 The Security created by this Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other Security, right of recourse or other right whatsoever which the Security Agent may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards the Assignors or any other person in respect of the Secured Obligations

- 11 2 The powers which this Deed confers on the Security Agent are cumulative, without prejudice to its powers under the general law, and may be exercised as often as the Security Agent thinks appropriate. The Security Agent may, in connection with the exercise of its powers, join or concur with any person in any transaction, scheme or arrangement whatsoever and each Assignor acknowledges that the powers of the Security Agent shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

**12 Protection of Security Agent**

The Security Agent shall not be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of its powers, unless such loss or damage is caused by its gross negligence or wilful default.

**13 Ancillary provisions**

- 13 1 The Security constituted by this Deed shall be and remain a continuing security for the payment of the Secured Obligations and shall apply notwithstanding any fluctuation in or the intermediate payment of any part or full satisfaction of the Secured Obligations and notwithstanding any change in the constitution of the Assignors or any of them or the invalidity or enforceability of this Deed in respect of any one Assignor and the charges, covenants and provisions contained in this Deed.

- 13 2 Each Assignor shall be deemed to be a principal debtor, and the sole, original and independent obligor for the Secured Obligations owed by it and its Partnership Rights shall be deemed to be a principal security for the Secured Obligations owed by it and the liability of each of the Assignors under this Deed and the assignments contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent, or by any other act, event or matter whatsoever whereby the liability of the Assignors or any of them (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

**14 Covenant to release**

Once all the Secured Obligations have been paid in full and the Security Agent has no contingent liability to advance further monies to, or incur further liability on behalf of any Assignor or otherwise the Security Agent shall promptly at the request and cost of the relevant Assignor, take any action reasonably necessary to re-assign the relevant Assignor's Partnership Rights to such Assignor (including, without limitation, the giving of notice of reassignment to any Investor).

**15 Miscellaneous**

- 15 1 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law (in a particular jurisdiction), the validity, legality and enforceability of the remaining provisions in that jurisdiction or the validity, legality and enforceability of any provision of this Deed in any other jurisdiction shall not in any way be affected or impaired.
- 15 2 If this Deed or any provision of this Deed becomes invalid, illegal or unenforceable in any respect under any law (in a particular jurisdiction) in respect of or against one Assignor such invalidity, illegality or unenforceability shall not in any way affect or impair the validity, legality or enforceability of this Deed in respect of or against any other Assignor and shall continue to

be valid, legal and enforceable against such other Assignor, notwithstanding such invalidity, illegality or enforceability

- 15 3 No failure to exercise and no delay in exercising on the part of the Security Agent any right, remedy, power or privilege arising under or by virtue of this Deed shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right, remedy, power or privilege and the rights and remedies provided in this Deed are cumulative and not exclusive of any other rights or remedies provided by law
- 15 4 The contents of any certificate signed by any officer of the Security Agent as to the amount of the Secured Obligations or as to any determination made by the Security Agent under or for the purposes of this Deed shall (in the absence of manifest error) as against the Assignors be conclusive evidence of that matter in any legal proceedings
- 15 5 Each Assignor agrees at the cost and expense of such party to execute and deliver such further documents and do such other acts and things as the Security Agent may reasonably request in order further to effect the purposes of this Deed and the due performance by such Assignor of its obligations hereunder
- 15 6 Each Assignor acknowledges that this Deed does not contravene any of the provisions of the Partnership Documents or of any other agreement or document binding on any party hereto and has been executed in accordance with the Partnership Agreement
- 15 7 Any notice or demand under this Deed to or upon any Assignor shall be in writing and shall be deemed to have been properly served upon the relevant Assignor if it is served in accordance with the Facility Agreement

**16 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 hereof

**17 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**18 Enforcement**

**18 1 Jurisdiction of English courts**

- (a) 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 any non-contractual obligation arising out of or in connection with this Deed (a Dispute))
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This clause 18 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

**18.2 Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, the General Partner (not being incorporated in England and Wales)
  - (i) irrevocably appoints the Manager as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
  - (ii) agrees that failure by an agent for service of process to notify the General Partner of the process will not invalidate the proceedings concerned
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the General Partner must immediately (and in any event within two Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

**This Deed** has been entered into as a deed on the date stated at the beginning of this Deed

## Schedule 1

### Form of notice to Investors

To. *[Insert name and address of Investor]*

Dated

Dear Sirs

Re The amended and restated limited partnership agreement dated 10 June 2013 and entered into between Equitix GP 3 Limited (General Partner), Equitix No. 3 Limited and Equitix EPS LP in relation to the Equitix Fund III LP (Partnership) (Agreement)

#### (Agreement)

We notify you that the General Partner and Equitix Investment Management Limited (Manager) have assigned to The Royal Bank of Scotland plc (Security Agent) all their respective rights, title and interest in respect of the Commitments (to the extent of the proceeds thereof) and their respective rights to issue Drawdown Notices and to otherwise require the Investors to contribute the Commitments (together the Rights) as security for certain obligations owed by the Partnership to the Security Agent

Capitalised terms not otherwise defined in this notice shall have the meanings given to them in the Agreement

We further notify you that

- 1 you may continue to deal with the Partnership, the General Partner and Manager in relation to the Agreement unless and until you receive written notice to the contrary from the Security Agent. Thereafter the Partnership, the General Partner and the Manager will cease to have any of such rights to deal with you in respect of the Rights and therefore from that time you should deal only with the Security Agent in respect of the Rights,
- 2 you are authorised to disclose information in relation to the Rights to the Security Agent on request,
- 3 after receipt of any notice in accordance with paragraph 1 above, you must pay all monies to which the Partnership is entitled under the Agreement in respect of the Rights direct to the Security Agent (and not to the Partnership) unless the Security Agent otherwise agrees in writing, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Manager) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
- (b) you have not received notice that the Partnership or the General Partner or the Manager has assigned its Rights under the Agreement to a third party or created any other interest (which has not been validly released) (whether by way of security or otherwise) in the Agreement in favour of a third party, and



- (c) you have no outstanding right to claim or exercise against the Partnership or the General Partner or the Manager any right of set-off, counter claim or other right relating to the Agreement

The provisions of this notice are governed by, and construed in accordance with English law

Yours faithfully

-----  
for and on behalf of  
**Equitix GP 3 Limited**  
general partner of Equitix Fund III LP

-----  
for and on behalf of  
**Equitix Investment Management Limited**  
manager of Equitix Fund III LP

***(On Acknowledgement Copy)***

To                The Royal Bank of Scotland plc  
                    Financial Institutions Group  
                    Corporate Banking  
Address        280 Bishopsgate  
                    London  
                    EC2M 4RB  
Copy to        Equitix Fund III LP

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4(a) to (c) of such notice

for and on behalf of *(Insert name and address of Investor)*

Dated

## SIGNATORIES

### Assignors

Executed as a Deed by

**Equitix GP 3 Limited**

as general partner of Equitix Fund III LP, a  
company incorporated in Guernsey by

**John Amy**

and **SARAH BIGGINS**

being persons who, in accordance with the laws  
of that territory, are acting under the authority of  
the company

Name

Address c/o Ogier Fiduciary Services  
(Guernsey) Limited, Ogier House, St Julian's  
Avenue, St Peter Port, Guernsey, GY1 1WA

Fax No +44 (0)1481 720815

Name

Address c/o Ogier Fiduciary Services  
(Guernsey) Limited, Ogier House, St Julian's  
Avenue, St Peter Port, Guernsey, GY1 1WA

Fax No +44 (0)1481 720815

Executed as a Deed by  
**Equitix Investment Management Limited**  
as manager of Equitix Fund III LP  
Name:



Address 10-11 Charterhouse Square, London,  
EC1M 6EH

Fax No. 020 7250 7330

Name:



Address. 10-11 Charterhouse Square, London,  
EC1M 6EH

Fax No. 020 7250 7330

**Security Agent**

Executed as a deed by SUN BOWRING  
The Royal Bank of Scotland plc  
acting by one of its authorised officers

)  
)  
)  
)  
)

