



## Registration of a Charge

LLP name in full: **ESPRIT CAPITAL PARTNERS LLP**

LLP Number: **OC318087**



Received for filing in Electronic Format on the: **16/09/2022**

XBCOFZEZ

### Details of Charge

Date of creation: **06/09/2022**

Charge code: **OC31 8087 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description: **N/A**

**Contains floating charge(s) .**

**Contains negative pledge.**

### Authentication of Form

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

### Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CADWALADER, WICKERSHAM & TAFT LLP**



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

LLP number: OC318087

Charge code: OC31 8087 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2022 and created by ESPRIT CAPITAL PARTNERS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 16th September 2022 .

Given at Companies House, Cardiff on 20th September 2022

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



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

Dated 6 September 2022

**The entities listed herein as Chargors**  
(the Chargors)

and

**GLAS TRUST CORPORATION LIMITED**  
(the Security Agent)

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**OPERATING BANK ACCOUNT CHARGE**

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Cadwalader, Wickersham & Taft LLP  
100 Bishopsgate  
London, EC2N 4AG  
Tel: +44 (0) 20 7170 8700  
Fax: +44 (0) 20 7170 8600

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THIS DEED is dated 6 September 2022 and is made by and between

- (1) THE ENTITIES LISTED HEREIN IN SCHEDULE 3 (*The Chargors*) (the “**Chargors**”); and
- (2) GLAS TRUST CORPORATION LIMITED as trustee for the Secured Parties (the “**Security Agent**”),

collectively referred to as the “**Parties**” (or, individually, a “**Party**”).

**WHEREAS:**

- (A) The Finance Parties have agreed to make a term loan facility and a revolving loan facility available on the terms of the Facilities Agreement.
- (B) Each Chargor has agreed to provide Security to the Security Agent (as trustee for the Secured Parties) to secure the payment and discharge of the Secured Obligations.
- (C) This Deed constitutes a Security Financial Collateral Arrangement for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226).

**NOW, THEREFORE,** the parties agree as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Words and expressions defined in the Facilities Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

“**Acceleration Event**” has the meaning given to that term in the Facilities Agreement.

“**Account**” means each of the accounts of each Chargor held with the Account Bank listed in Schedule 1 (*Accounts*) (as such accounts may from time to time be re-designated or re-numbered).

“**Account Bank**” means Barclays Bank Plc.

“**Account Rights**” means:

- (a) the Deposit; and
- (b) the Ancillary Account Rights.

“**Act**” means the Law of Property Act 1925.

“**Ancillary Account Rights**” means each Chargor’s rights, title and interests, both present and future, from time to time, in respect of an Account other than to the Deposit, including any right to interest on the Deposit.

**“Default Rate”** means the rate of interest specified in, and calculated in accordance with, clause 7.3 (*Default interest*) of the Facilities Agreement.

**“Deposit”** means the amount standing to the credit of each Account from time to time.

**“English Partnership GP”** means Esprit Capital III GP LP, a Scottish limited partnership with registration number SL007541.

**“Facilities Agreement”** means the sterling term and revolving facilities agreement dated on or about the date of this Deed between, among others, Molten Ventures PLC as borrower, the guarantors named therein as guarantors, J.P. Morgan SE as Agent, J.P. Morgan Securities PLC as Calculation Agent, each of the entities listed therein as Original Lenders and the Security Agent.

**“Non-Guarantor Entities”** means the Manager, Esprit Capital II GP Limited, the English Partnership GP, and Esprit Capital III Founder GP Limited (and each a **“Non-Guarantor Entity”**).

**“Security Period”** means the period starting on the date of this Deed and ending on the date on which the Security Agent is satisfied (acting reasonably) that:

- (a) all of the Secured Obligations have been fully and finally discharged; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to each Chargor pursuant to the Finance Documents.

## 1.2 Construction

- (a) The principles of construction set out in clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facilities Agreement.
- (b) Unless a contrary intention appears, any reference to:
  - (i) this Deed is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
  - (ii) the **“Account Bank”**, each **“Chargor”**, the **“Security Agent”** or any other **“Secured Party”** includes any one or more of its assigns, transferees and successors in title (in the case of the Account Bank and each Chargor, so far as any such is permitted); and
  - (iii) the **Security Agent** or any other **Secured Party** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act

1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Deed.

- (b) The parties to this Deed may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person that is not a party (without prejudice to the terms of the other Finance Documents).
- (c) Any Secured Party or any person described in Clause 10 (*Protection of the Secured Parties*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

#### 1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

## 2 COVENANT TO PAY

- 2.1 Each Chargor covenants with the Security Agent and the other Secured Parties that it will on demand pay and discharge the Secured Obligations when due.
- 2.2 Notwithstanding Clause 2.1 above, the liability of each of the Non-Guarantor Entities under Clause 2.1 above, shall each be limited to the value of the security each Non-Guarantor Entity has granted pursuant to this Deed.

## 3 CHARGE AND ASSIGNMENT

- 3.1 Each Chargor, other than the English Partnership GP, charges:
  - (a) the Deposit by way of first floating charge; and
  - (b) the Ancillary Account Rights by way of first floating charge.
- 3.2 The English Partnership GP assigns absolutely all of its rights, title and interests in respect of:
  - (a) the Deposit; and
  - (b) the Ancillary Account Rights.
- 3.3 Notwithstanding the assignment granted pursuant to Clause 3.2, prior to the occurrence of an Acceleration Event and subject to the terms of the Facilities Agreement, the English Partnership GP is entitled to exercise its rights in respect of the Deposit and Ancillary Account Rights in all respects.

## 4 NATURE OF SECURITY CREATED

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Obligations;
- (b) in favour of the Security Agent as trustee for the Secured Parties; and
- (c) with full title guarantee.

## 5 CONVERSION OF FLOATING CHARGE

### 5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Security Agent may by notice to each Chargor at any time during the Security Period convert the floating charge created by that Chargor under Clause **Error! Reference source not found.** (*Charge and Assignment*) of this Deed into a fixed charge in respect of any Account specified in that notice if:

- (a) the Security Agent (acting reasonably) considers the Account to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy; or
- (b) the Security Agent reasonably considers that it is necessary in order to protect the priority of the Security created under this Deed.

### 5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

### 5.3 Automatic conversion

- (a) The floating charge created by each Chargor under this Deed will convert automatically into fixed charges:
  - (i) if an Acceleration Event has occurred;
  - (ii) if the Security Agent receives notice of an intention to appoint an administrator of any Chargor;
  - (iii) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of a Chargor over all or any part of its assets, or if such person is appointed;
  - (iv) if a Chargor creates or attempts to create Security over all or any of the Accounts in breach of the Facilities Agreement;
  - (v) on the crystallisation of any other floating charge over the Accounts; or



- (vi) if any person seizes, attaches, charges, takes possession of or sells any Account under any form of distress, sequestration, execution or other process, or attempts to do so; or
- (b) in any other circumstances prescribed by law.

## **6 INTEREST**

- (a) Until the Security created by this Deed becomes enforceable each Chargor may receive accrued interest on the Deposit from the Account Bank.
- (b) Once the Security created by this Deed becomes enforceable, the Security Agent may instruct the Account Bank to pay any accrued interest on the Deposit into the Accounts, or otherwise as it may direct.

## **7 POSITIVE COVENANTS**

The covenants in this Clause 7 remain in force from the date of this Deed until the expiry of the Security Period.

### **7.1 Notice to Account Bank**

After executing this Deed, each Chargor shall:

- (a) promptly give notice to the Account Bank in the form set out in Part 1 of Schedule 2 (*Forms of letter to and from Account Bank*); and
- (b) use all reasonable efforts to procure that the Account Bank within 2 Business Days of the date of this Deed:
  - (i) acknowledges and delivers that notice to the Security Agent in the form set out in Part 2 of Schedule 2 (*Forms of letter to and from Account Bank*), or in any other form agreed by the Security Agent; and
  - (ii) provides to the Security Agent, the latest terms and conditions applicable to each Account.

### **7.2 Third party claims**

Each Chargor shall inform the Security Agent within three (3) Business Days of receipt of any claim or notice relating to the Account Rights which it receives from any third party.

## **8 NEGATIVE COVENANTS**

The covenants in this Clause 8 remain in force from the date of this Deed until the expiry of the Security Period.

### **8.1 Disposals and withdrawals**

The Chargors shall not following an Event of Default which is continuing:

- (a) request or demand to withdraw any amount from any Account except as the Security Agent may from time to time permit pursuant to the terms of the Facilities Agreement; or
- (b) otherwise enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to assign or otherwise dispose of the Account Rights, nor enter into an agreement to make any such disposal except as the Security Agent may from time to time permit pursuant to clause 21.16 (*Distributions and Disposals*) of the Facilities Agreement.

## 8.2 Negative pledge

Except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent, each Chargor shall not create or permit to subsist any Security over the Account Rights.

## 8.3 Preservation of the Account Rights

Each Chargor shall not take any Security in connection with its liability under this Deed from any guarantor of, or provider of Security for, any of the Secured Obligations.

# 9 ENFORCEMENT

## 9.1 When charge becomes enforceable

The charge created by this Deed shall become enforceable on the occurrence of an Event of Default which is continuing.

## 9.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable the Security Agent may (without prejudice to any of its other rights and remedies and without notice to a Chargor) do all or any of the following:

- (a) withdraw the Deposit and collect in or otherwise recover any other amounts owed pursuant to the Account Rights and apply them in or towards satisfaction of the Secured Obligations in accordance with Clause (c) (*Application of moneys*);
- (b) exercise any other powers and rights which may be exercisable by the owner of the Account Rights and all other powers conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act; and
- (c) subject to Clause 9A.1(a) (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Account Rights.

## 9.3 Application of moneys

- (a) The Security Agent shall apply any moneys received or recovered by it pursuant to this Deed in accordance with the Facilities Agreement.

- (b) Clause 9.3(a) will override any appropriation made by each Chargor.

## **9A APPOINTMENT AND POWERS OF RECEIVERS**

### **9A.1 Method of appointment and removal**

- (a) The Security Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986 or under Part 15 of the Bankruptcy (Scotland) Act 2016.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Security Agent.

### **9A.2 Powers of Receiver**

Every Receiver shall have all the powers:

- (a) of the Security Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) (to the extent applicable) which are specified in Schedule 1 to the Insolvency Act 1986 in relation to, and to the extent applicable to, the Account Right or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Account Right, which he would have if he were its absolute beneficial owner.

### **9A.3 Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

### **9A.4 Receiver as agent**

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

### **9A.5 Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

## **10 PROTECTION OF THE SECURED PARTIES**

### **10.1 Exclusion of liability**

None of the Security Agent, the other Secured Parties or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken in relation to the Account Rights;
- (b) for any failure to take any action in relation to the Account Rights;
- (c) to account as mortgagee in possession or for any loss upon realisation of the Account Rights;
- (d) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 15 (*Currency*); or
- (e) for any other default or omission in relation to the Account Rights for which a mortgagee in possession might be liable,

except in the case of gross negligence, fraud or wilful misconduct on the part of that person.

## **11 PRESERVATION OF SECURITY**

### **11.1 Reinstatement**

If any payment by a Chargor or any other person or discharge given by the Security Agent (whether in respect of the obligations of a Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of each Chargor and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

### **11.2 Waiver of defences**

Neither the Security created by this Deed nor the obligations of each Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to the Chargors, the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, a Chargor or other person;
- (b) the release of a Chargor or any other person under the terms of any composition or arrangement with any person;

- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, a Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

### 11.3 Chargor intent

Without prejudice to the generality of Clause 11.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

### 11.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from a Chargor under this Deed.

This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 11.5 Appropriations

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations or, subject to Clause (c) (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and each Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of any of the Secured Obligations.

#### 11.6 Deferral of Chargors' rights

During the Security Period and unless the Security Agent otherwise directs, each Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party.

#### 11.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

#### 11.8 New accounts

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting the Account Rights it may open a new account or accounts in the name of a Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Borrower to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of the relevant Chargor; and
- (b) shall not operate to reduce the Secured Obligations at the time when the Secured Party received or was deemed to have received such notice.

## **12 TACKING**

For the purposes of section 94(1) of the Act the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents.

## **13 FURTHER ASSURANCE**

The provisions of clause 21.24 (*Further Assurance*) of the Facilities Agreement shall apply *mutatis mutandis* to this Deed as if set out in full in this Deed.

## **14 POWER OF ATTORNEY**

14.1 Each Chargor irrevocably and by way of security appoints each of:

- (i) the Security Agent;
- (ii) any delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (iii) any Receiver,

jointly and severally as each Chargor's attorney (with full power of substitution and delegation), in such Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit.

14.2 The power given under clause 14.1 may be exercised at any time:

- (i) following the occurrence of an Event of Default which is continuing;
- (ii) or following the failure by that Chargor to comply within three (3) Business Days of a written request from the Security Agent, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed and has failed to do so.

14.3 Each Chargor agrees, promptly on the request of the Security Agent, to ratify and confirm all such actions taken and documents signed or executed.

## **15 CURRENCY**

Clause 30.4 (*Currency conversion*) of the Facilities Agreement shall apply, *mutatis mutandis*, to this Agreement.

## **16 DISCHARGE OF SECURITY**

Upon the expiry of the Security Period, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargor, release the Account Rights from the Security created by this Deed. Section 93 of the Act shall not apply to this Deed.

## **17 CALCULATIONS AND CERTIFICATES**

Clause 34 (*Calculations and certificates*) of the Facilities Agreement shall apply, *mutatis mutandis*, to this Deed.

## **18 REMEDIES AND WAIVERS**

The provisions of Clause 36 (*Remedies and waivers*) of the Facilities Agreement shall apply to this Deed as if set out in full herein, *mutatis mutandis*.

## **19 AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only with the written consent of each Chargor and the Security Agent.

## **20 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.

## **21 GOVERNING LAW AND ENFORCEMENT**

### **21.1 Governing law**

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

### **21.2 Jurisdiction**

- (a) 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) (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) Notwithstanding Clause 21.2(a), neither the Security Agent nor any other Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and the other Secured Parties may take concurrent proceedings in any number of jurisdictions.

**EXECUTED** as a deed and delivered on the date appearing at the beginning of this Deed.



**SCHEDULE 1**  
**Accounts**

<b>Account Holder</b>	<b>Currency</b>	<b>SWIFT Code</b>	<b>Sort Code</b>	<b>Account number / IBAN</b>
<b>ESPRIT CAPITAL II GP LIMITED</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL II GP LIMITED</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III GP LP</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III GP LP</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III FOUNDER GP LIMITED</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III FOUNDER GP LIMITED</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III, L.P.</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III, L.P.</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III, L.P.</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III B, L.P.</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL III B, L.P.</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL IV LP</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL IV LP</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]

<b>ESPRIT CAPITAL IV LP</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT INVESTMENTS (1) LP</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT INVESTMENTS (1) LP</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT INVESTMENTS (1) LP</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL PARTNERS LLP</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL PARTNERS LLP</b>	GBP	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL PARTNERS LLP</b>	EUR	[REDACTED]	[REDACTED]	[REDACTED]
<b>ESPRIT CAPITAL PARTNERS LLP</b>	USD	[REDACTED]	[REDACTED]	[REDACTED]

**SCHEDULE 2**  
**Forms of letter to and from Account Bank**

**Part 1**  
**Notice to Account Bank regarding the Account**

To: Barclays Bank Plc  
Ashton House, 497 Silbury Boulevard  
Milton Keynes, MK9 2LD

FAO: Richard Redman

Email: [REDACTED]

CC: GLAS Trust Corporation Limited  
55 Ludgate Hill  
Level 1 West  
London, EC4M 7JW

Email: [REDACTED]

FAO: Manager DCM / Molten

Date: \_\_\_\_ September 2022

Dear Sirs

**Account number scheduled in Part 2 below (the “Accounts”)**

We refer to our above account with you, as it may from time to time be re-designated or re-numbered.

We give you notice that by a charge (the “**Charge**”) dated \_\_\_\_ September 2022 between us and GLAS Trust Corporation Limited (the “**Security Agent**”) we have (save for Esprit Capital III GP LP) charged by way of floating charge and, in respect of Esprit Capital III GP LP, assigned in favour of the Security Agent (as trustee for itself and certain other banks and financial institutions) all amounts standing to the credit of each Account from time to time (the “**Deposit**”) and all of our other right, title and interest in, and relating to, the Accounts (together with the Deposit, the “**Account Rights**”).

Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:

- (a) to disclose to the Security Agent any information relating to us, the Accounts and the Account Rights which the Security Agent may from time to time request you to disclose to it and grant the Security Agent with view only access rights to the Accounts where account statements will be made available;
- (b) following receipt of a default notice (a form of which is attached in the appendix) (the “**Default Notice**”), to hold the Account Rights to the order of the Security Agent, and not permit the whole or any part of:

- (i) the Deposit to be withdrawn by us; or
- (ii) any other amounts payable pursuant to the Account Rights to be paid to us,

other than as authorised by the Security Agent;

- (c) following receipt of a Default Notice, to pay or release all or any part of the Deposit and any other amounts payable pursuant to the Account Rights, and generally to act in relation to the Account Rights, only in accordance with the written instructions of the Security Agent;
- (d) following receipt of a Default Notice, to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to any Account or the Account Rights which you may receive from the Security Agent; and
- (e) not to close, or permit us to close, any Account or vary the terms of any mandate applying to any Account without the written consent of the Security Agent.

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Security Agent.

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

Please acknowledge and confirm the above to the Security Agent in the form attached with a copy to us.

Yours faithfully,

.....

for and on behalf of

Esprit Capital Partners LLP, Esprit Capital III GP LP, Esprit Capital III, L.P., Esprit Capital III B, L.P., Esprit Capital IV LP, Esprit Investments (1) L.P., DFJ Europe X, L.P., Esprit Capital III Founder GP Limited and Esprit Capital II GP Limited (the “**Chargors**”)

Copy to: the Security Agent

Form of Default Notice

To:               \*\*               [insert name and address of Account Bank]

Date:   \*\*

Dear Sirs

[BY EMAIL and IMMEDIATELY CONFIRMED BY PHONE]

We refer to the notice addressed to you from the chargors listed below (the **Chargors**) dated \*\*               2022 (the **Notice**) [\*\*\*and the acknowledgment of that notice from you to us dated \*\*               2022 (the **Acknowledgment**) \*\*\*], a copy of which is attached hereto. Terms defined in the Notice [\*\*\*and Acknowledgment\*\*\*] shall have the same meaning when used in this Default Notice.

We hereby notify you in our capacity as Security Agent that we are entitled to serve a Default Notice and, with immediate effect, we instruct you to:

- (i) block the Accounts as soon as possible (but in any event, no later than 3 Business Days following receipt of this Default Notice) (provided this Notice is received during business hours);
- (ii) not accept or execute any instructions by the Chargors or any other person acting on behalf of or in the name of the Chargors in respect of such Account;
- (iii) credit any accrued interest on the Deposit to the Accounts until instructed otherwise by the us;
- (iv) notify us once the blocking of the Accounts has become effective; and
- (v) comply with the terms of any further written notice or instructions in any way relating to or purporting to relate to the Accounts or the Account Rights which you may receive from us.

We, as the Security Agent, are authorised to collect the amounts standing to the credit of the Accounts and to take any other action necessary to enforce the charge in accordance with the terms of the Charge.

Please transfer £\*\*               to [Account Number].

Yours faithfully

.....

For **GLAS Trust Corporation Limited**  
(as Security Agent)

**Part 2**  
**Form of acknowledgement and confirmation from Account bank**

To: GLAS Trust Corporation Limited (the “Security Agent” and “Chargee”)  
55 Ludgate Hill  
Level 1 West  
London, EC4M 7JW

Email: [REDACTED]

Attention: Manager DCM / Molten Copy: Esprit Capital Partners LLP, Esprit Capital III GP LP, Esprit Capital III, L.P., Esprit Capital III B, L.P., Esprit Capital IV LP, Esprit Investments (1) L.P., Esprit Capital II GP Limited, Esprit Capital III Founder GP Limited, and DFJ Europe X, L.P. (the “Chargors”)

c/o Molten Ventures Plc  
20 Garrick Street  
London, England, WC2E 9BT

Email: [REDACTED]

Attention: General Counsel and CFO

Date: \_\_\_\_ September 2022

Dear Sirs

**Notice of floating charge and assignment dated \_\_\_\_ September 2022 (the “Notice”)**

We refer to the Notice relating to the Account details of which are set out below (the “Accounts”):

Account Holder	Currency	SWIFT Code	Sort Code	Account number / IBAN
ESPRIT CAPITAL II GP LIMITED	GBP	[REDACTED]	[REDACTED]	[REDACTED]
ESPRIT CAPITAL II GP LIMITED	USD	[REDACTED]	[REDACTED]	[REDACTED]
ESPRIT CAPITAL III GP LP	GBP	[REDACTED]	[REDACTED]	[REDACTED]
ESPRIT CAPITAL III GP LP	EUR	[REDACTED]	[REDACTED]	[REDACTED]
ESPRIT CAPITAL III FOUNDER GP LIMITED	EUR	[REDACTED]	[REDACTED]	[REDACTED]

<b>ESPRIT CAPITAL III FOUNDER GP LIMITED</b>	GBP			
<b>ESPRIT CAPITAL III, L.P.</b>	USD			
<b>ESPRIT CAPITAL III, L.P.</b>	EUR			
<b>ESPRIT CAPITAL III, L.P.</b>	GBP			
<b>ESPRIT CAPITAL III B, L.P.</b>	GBP			
<b>ESPRIT CAPITAL III B, L.P.</b>	USD			
<b>ESPRIT CAPITAL IV LP</b>	GBP			
<b>ESPRIT CAPITAL IV LP</b>	EUR			
<b>ESPRIT CAPITAL IV LP</b>	USD			
<b>ESPRIT INVESTMENTS (1) LP</b>	GBP			
<b>ESPRIT INVESTMENTS (1) LP</b>	EUR			
<b>ESPRIT INVESTMENTS (1) LP</b>	USD			
<b>ESPRIT CAPITAL PARTNERS LLP</b>	GBP			
<b>ESPRIT CAPITAL PARTNERS LLP</b>	GBP			
<b>ESPRIT CAPITAL PARTNERS LLP</b>	EUR			

ESPRIT CAPITAL PARTNERS LLP	USD			
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1 We confirm that:

- (a) we will continue to operate the Accounts solely on the instructions of each Chargor unless and until:
  - (i) we have received a notice sent to Richard Redman, Barclays Bank Plc, Ashton House, 497 Silbury Boulevard, Milton Keynes, MK9 2LD [REDACTED] (or such other contact names and addresses as we may advise you of from time to time) from the Chargee asking us to block the Accounts together with a copy of the Notice and this Acknowledgement (the “**Blocking Notice**”); and
  - (ii) the date at which we have acknowledged to the Chargee in writing that we have received the Blocking Notice,

from which time we shall block the Accounts as soon as possible (but in any event, no later than 3 Business Days following receipt of the Blocking Notice) and not permit further withdrawals by a Chargor. Please note that we will not be able to permit withdrawals from the Accounts in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee to operate the Accounts and the Accounts will remain blocked and non-operational until that time; and
- (b) to the best of our knowledge and belief the business team responsible for the Accounts has not, as at the date of this acknowledgement, received any notice that any third party has any right or interest whatsoever in or has made any claim or demand or taken any action whatsoever against the Accounts and / or the debts represented thereby, or any part of any of it or them; and
- (c) we confirm that we are not entitled to combine the Accounts with any other account or to exercise any right of set-off or counterclaim against money in the Accounts in respect of any sum owed to us provided that, notwithstanding any term of the Notice:
  - (i) we shall be entitled at any time to deduct from the Accounts any amounts to satisfy any of our or a Chargor’s obligations and / or liabilities incurred under the direct debit scheme or in respect of other unpaid sums in relation to cheques and payment reversals; and
  - (ii) our agreement in this Acknowledgement not to exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Accounts in priority to the Chargee, shall not apply in relation to our standard bank charges and fees and any cash pooling arrangements provided to each Chargor; and



- (d) we will disclose to the Chargee any information relating to each of the Accounts which the Chargee may from time to time request us to provide.
- 2 We do not confirm or agree to any of the other matters set out in the Notice.
- 3 Our acknowledgement of the Notice is subject to the following conditions:
  - (a) we shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Accounts has arisen or be concerned with:
    - (i) the propriety or regularity of the exercise of that right; or
    - (ii) any notice contrary to the terms of a Blocking Notice; or
    - (iii) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee);
  - (b) we shall have no liability to any Chargor in respect of the Accounts whatsoever, including, without limitation, for having acted on instructions from any person (including, but not limited to, the Chargee) which on their face appear to be genuine, and which otherwise comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction except in the case of our gross negligence, wilful default, fraud or wilful misconduct, and
  - (c) we shall not be deemed to be a trustee for any Chargor or the Chargee of the Accounts.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the laws of English and Wales.

Yours faithfully,

.....

For and on behalf of **Barclays Bank Plc**

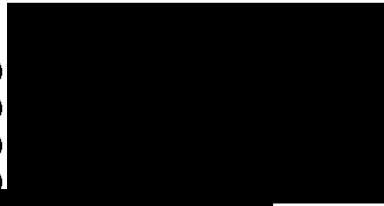
**SCHEDULE 3**  
**The Chargors**

- (a) **ESPRIT CAPITAL PARTNERS LLP**, a limited liability partnership incorporated in England and Wales with partnership number OC318087, whose registered office is at 20 Garrick Street, London, England, WC2E 9BT (the “**Manager**”)
- (b) **ESPRIT CAPITAL III GP LP**, a limited partnership established under the laws of Scotland and registered under number SL007541 whose principal place of business is 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ, acting by the Manager;
- (c) **ESPRIT CAPITAL III, L.P.**, a limited partnership registered in England and Wales with registration number LP013330 whose registered office is at 20 Garrick Street, London, WC2E 9BT, acting by the Manager;
- (d) **ESPRIT CAPITAL III B, L.P.**, a limited partnership registered in England and Wales with registration number LP017129 whose registered office is at 20 Garrick Street, London, WC2E 9BT, acting by the Manager;
- (e) **ESPRIT CAPITAL IV LP**, a limited partnership registered in England and Wales with registration number LP017486 whose registered office is at 20 Garrick Street, London, WC2E 9BT, acting by the Manager;
- (f) **ESPRIT INVESTMENTS (1) L.P.**, a limited partnership registered in England and Wales with registration number LP017130 whose registered office is at 20 Garrick Street, London, WC2E 9BT, acting by the Manager;
- (g) **ESPRIT CAPITAL II GP LIMITED**, an exempted company incorporated in the Cayman Islands with incorporation number 207740 with its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands;
- (h) **DFJ EUROPE X, L.P.**, an exempted limited partnership registered in the Cayman Islands with registered number 43223 whose registered office is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands acting by Esprit Capital II GP Limited, in its capacity as general partner; and
- (i) **ESPRIT CAPITAL III FOUNDER GP LIMITED**, a private limited company registered in Scotland with registration number SC352501 whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ.

**Chargors**

EXECUTED as a DEED by  
**ESPRIT CAPITAL PARTNERS LLP**  
acting by:  
in the presence of:

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)  
)  
)



Witness:      Signature:



Name:      Marie-Carmen wilkinson

Address:



Occupation:



EXECUTED as a DEED by  
**ESPRIT CAPITAL III GP LP**  
Acting by its appointed manager  
**ESPRIT CAPITAL PARTNERS LLP**

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[Redacted Signature]

acting by:  
in the presence of:

Witness:      Signature:

[Redacted Signature]

Name:      Marie-Carmen wilkinson .....


Address:      ... [Redacted Address] .....

Occupation:      ... [Redacted Occupation] .....


EXECUTED as a DEED by  
ESPRIT CAPITAL III, L.P.  
Acting by its appointed manager  
ESPRIT CAPITAL PARTNERS LLP


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acting by:  
in the presence of:

Witness:      Signature:  .....

                 Name:      Marie-Carmen wilkinson .....

                 Address:     ...  .

                 Occupation: ...  .....

EXECUTED as a DEED by  
ESPRIT CAPITAL III B, L.P.  
Acting by its appointed manager  
ESPRIT CAPITAL PARTNERS LLP

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acting by:  
in the presence of:

Witness:      Signature:  .....

                 Name:      Marie-Carmen wilkinson .....

                 Address:       .....

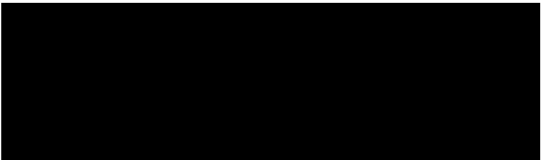
                 Occupation:       .....

EXECUTED as a DEED by  
ESPRIT CAPITAL IV LP  
Acting by its appointed manager  
ESPRIT CAPITAL PARTNERS LLP

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acting by:  
in the presence of:



Witness:      Signature: .....  
Name:            Marie-Carmen wilkinson .....  
Address:        ... .....  
Occupation:     .....

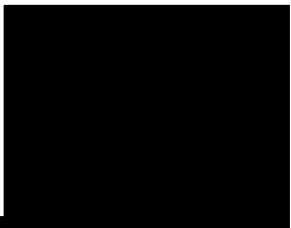





EXECUTED as a DEED by )  
ESPRIT CAPITAL II GP Limited )  
acting by: )  
in the presence of: )

Witness: Signature: [Redacted] .....  
Name: Marie-Carmen wilkinson .....  
Address: [Redacted] .....  
Occupation: [Redacted] .....

EXECUTED as a DEED by )  
**ESPRIT CAPITAL II GP LIMITED** acting in )  
its capacity as the General Partner of )  
**DFJ EUROPE X, L.P.** )  
acting by: )  
in the presence of:



Witness:      Signature: .....  
Name:            Marie-Carmen wilkinson.....  
Address:        .....  
Occupation:    .....

EXECUTED as a DEED by  
ESPRIT CAPITAL III FOUNDER GP  
LIMITED  
acting by:  
in the presence of:

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Witness:      Signature: [Redacted] .....  
Name:            Marie-Carmen wilkinson .....  
Address:        ... [Redacted] .....  
Occupation:    [Redacted] .....

**The Security Agent**

Signed for and behalf of  
**GLAS TRUST CORPORATION**  
**LIMITED**



Aric Kay-Russell  
Authorised Signatory