



Registration of a Charge

LLP name: **CAPVEST PARTNERS LLP**

LLP number: **OC342888**

Received for Electronic Filing: **10/12/2018**



Details of Charge

Date of creation: **04/12/2018**

Charge code: **OC34 2888 0002**

Persons entitled: **INVESTEC BANK PLC AS SECURITY TRUSTEE**

Brief description: **NONE.**

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 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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC342888

Charge code: OC34 2888 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2018 and created by CAPVEST 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 10th December 2018 .

Given at Companies House, Cardiff on 12th December 2018

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



EXECUTION VERSION

Charge over Blocked Bank Accounts

The Chargors

and

Investec Bank plc

as Security Agent

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THIS DEED is made on 4 December 2018

BETWEEN:

- (1) **THE ENTITIES** listed in schedule 1 (the "**Chargors**"); and
- (2) **INVESTEC BANK PLC** as security trustee for the 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:

"Account Bank" means the financial institution with which the Chargors maintain the Accounts;

"Accounts" means the bank accounts listed beneath each Chargor's name in schedule 2 (Accounts) and any replacement account or any sub-division or sub-account of those accounts;

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

"Declared Default" means an Event of Default which is continuing and which has resulted in the Agent exercising any of its rights under clause 22.21 (Acceleration) of the Facility Agreement;

"Default Basis" means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 8.3 (Default Interest) of the Facility Agreement;

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

"Event of Default" means an Event of Default under the Facility Agreement;

"Facility Agreement" means the single currency revolving facility agreement made between (among others) CapVest Partners LLP as the Borrower and Investec Bank plc as Agent and Security Agent dated on or about the date of this deed;

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

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

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

"Secured Obligations" has the meaning given to such term in the Facility Agreement;

"Secured Parties" has the meaning given to such term in the Facility Agreement; and

"Security" has the meaning given to such term in the Facility Agreement.

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facility 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 Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;
 - (iii) 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 from time to time;
 - (iv) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;
 - (v) any "**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;
 - (vi) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) 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 are given in its favour however the consent of a Receiver or Delegate 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.

1.4 Permitted Transactions

- (a) If there is any conflict or inconsistency between the terms of the Facility Agreement and the terms of this deed, the terms of the Facility Agreement shall prevail.
- (b) The terms of this deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or step not otherwise prohibited by the Finance Documents.

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 promptly on demand pay and discharge the Secured Obligations when they fall due for payment.

3. CHARGING CLAUSE

3.1 Fixed Charges

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 (for the benefit of itself and the other Secured Parties) with full title guarantee all of its right, title and interest in the Accounts and all Related Rights.

4. FURTHER ASSURANCE

Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, 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 perfect, protect or 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, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
- (b) to confer on the Security Agent or confer on the Secured Parties Security over any property or assets of the relevant Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by 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 is in force.

5.2 Negative Pledge

No Chargor will create or agree to create or permit to subsist any Security over all or any part of the Charged Property except as permitted in accordance with the Finance Documents.

6. BANK ACCOUNTS

6.1 Withdrawals

No Chargor may withdraw all or any monies from time to time standing to the credit of its Accounts, except as in accordance with the Facility Agreement.

6.2 Perfection of Bank Account Security

As the Security Agent is the Account Bank in relation to the Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security

Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the security created by this deed.

7. ATTORNEY

(a) The Chargors, by way of security, irrevocably and severally appoint 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 their attorney (with full power of substitution and delegation) in their name and on their behalf and as their act and deed, to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

(i) which the Chargors are required to do by the terms of any Finance Document;

(ii) 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 the Chargors covenant with the Security Agent to ratify and confirm all such lawful acts or things made, done or executed by that attorney (save in the case of wilful default, fraud or gross negligence by said attorney).

(b) The power given under paragraph (a) may be exercised at any time after a Declared Default has occurred.

(c) To the extent that this power of attorney is granted by a Chargor incorporated in Luxembourg, this power of attorney will not terminate by virtue of bankruptcy or similar proceedings affecting the such Chargor.

8. ENFORCEMENT

8.1 Exercise of Enforcement Powers

At any time after a Declared Default has occurred:

- (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 Charged Property 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.

8.2 Appointment of Receiver

(a) If:

(i) A Declared Default has occurred; or

(ii) so requested by a 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.

8.3 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.

- (b) If:

- (i) A Declared Default has occurred; or
- (ii) notice demanding payment of any sum which is due but unpaid in respect of the Secured Obligations has been given by any Secured Party to the relevant Chargor,

the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.

- (c) The Security Agent must attribute fair market value to the appropriated financial collateral in a commercially reasonable manner.

- (d) 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 relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
- (ii) the relevant Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

9. EXTENSION AND VARIATION OF STATUTORY POWERS

9.1 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 under the applicable laws), 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.

9.2 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.

9.3 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.

10. PROTECTION OF THIRD PARTIES

10.1 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.

10.2 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.

11. PROTECTION OF SECURITY AGENT AND RECEIVER

11.1 Role of Security Agent

The provisions set out in clause 26 (The Security Agent) of the Facility Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

11.2 Delegation

The Security Agent 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 it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit (not exceeding those given to the Security Agent under the Finance Documents). The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

11.3 No Liability

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence or wilful default.

12. APPLICATION OF ENFORCEMENT PROCEEDS

12.1 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 order set out in Clause 26.28 (Order of Application) of the Facility Agreement.

12.2 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 any 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.

13. PROTECTION OF SECURITY

13.1 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.

13.2 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 any Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

13.3 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.

13.4 Amounts Avoided

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

13.5 Waiver of Defences

The obligations of each Chargor 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.

13.6 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, no Chargor will 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 any 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 13.6 (Non-competition) on trust for (or in the case of any Chargor incorporated in Luxembourg, for and on behalf of) 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 12 (Application of Enforcement Proceeds).

13.7 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, which is prohibited by the Finance Documents, it may open a new account for the Chargors in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargors), as from the time it receives that notice, all payments made by the Chargors to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Obligations.

13.8 Redemption of Prior Charges

The Security Agent may, at any time after a Declared Default has occurred, 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 the Chargors.

14. COSTS AND EXPENSES

14.1 Enforcement Expenses

Clause 16.4 (Enforcement Costs) of the Facility Agreement shall apply to this deed as if set out herein in full.

14.2 Stamp Duties, etc.

Clause 12.6 (Stamp Taxes) of the Facility Agreement shall apply to this deed as if set out herein in full.

15. SET-OFF

Clause 30 (Set-Off) of the Facility Agreement shall apply to this deed as if set out herein in full.

16. NOTICES

Clause 31 (Notices) of the Facility Agreement shall apply to this deed as if set out herein in full.

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

The Chargors authorise and agree to changes to parties under clause 23 (Changes to the Lenders) and clause 24 (Changes to the Obligors) of the Facility Agreement, and authorise the Security Agent to execute on their behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

18. MISCELLANEOUS

18.1 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.

18.2 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, or provide any other financial accommodation under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of the Chargors, take any action which is necessary or reasonably required to release, re-assign and/or discharge (each as applicable) the Charged Property from the security constituted by this deed.

18.3 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.

18.4 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

19. GOVERNING LAW AND JURISDICTION

- 19.1 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.
- 19.2 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**").
- 19.3 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.
- 19.4 This clause 19 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

The Chargors

Name of Chargor	Registration number (or equivalent, if any)	Jurisdiction
CapVest Partners LLP	OC342888	England & Wales
CapVest Private Equity IV S.à r.l. <i>Société à responsabilité limitée</i> 8, rue Lou Hemmer L - 1748 Findel, Grand Duchy of Luxembourg	B222729	Luxembourg
CapVest Co-Investor IV SCSp (acting by CapVest Private Equity IV S.à r.l., as its general partner) <i>Société en commandite spéciale</i> 8, rue Lou Hemmer L - 1748 Findel, Grand Duchy of Luxembourg	B224827	Luxembourg
CapVest Co-Investor III, L.P. (acting by CapVest Private Equity III, L.P. as its general partner, in turn acting by CV Equity Management III, Limited as its general partner)	1537	Jersey
CapVest Private Equity III, L.P. (acting by CV Equity Management III, Limited as its general partner)	1538	Jersey
CV Equity Management III, Limited	111560	Jersey
CapVest Irish Partners Limited	609495	Ireland

*

SCHEDULE 2

Blocked Accounts

In respect of each Chargor:

Chargor	Account Bank	Account Number
CapVest Partners LLP	Investec Bank plc	
CapVest Private Equity IV S.à r.l	Investec Bank plc	
CapVest Co-Investor IV SCSp	Investec Bank plc	
CapVest Co-Investor III, L.P.	Investec Bank plc	
CapVest Private Equity III, L.P.	Investec Bank plc	
CV Equity Management III, Limited	Investec Bank plc	
CapVest Irish Partners Limited	Investec Bank plc	

SIGNATORIES

Chargors

Executed as a deed by
CAPVEST PARTNERS LLP and **DELIVERED**
as a **DEED**:

Signature of Authorised Signatory

Name of Authorised Signatory NEIL RADIA

Signature of witness

Name of witness KRUTI DATTA

Address of witness

Occupation of witness

Notice Details

Address: 4th Floor 100 Pall Mall, London, SW1Y 5NQ

Attention: Neil Radia

Executed as a deed by
CAPVEST PRIVATE EQUITY IV S.À R.L. in
its capacity as general partner of **CAPVEST**
CO-INVESTOR IV SCSP and **DELIVERED** as
a **DEED**:

Authorised Signatory

Anne-Cecile Jourdre
Manager

Authorised Signatory

Notice Details

Address: 8, rue Lou Hemmer, L - 1748 Findel, Grand Duchy of
Luxembourg

Attention: Board of Managers of CapVest Private Equity IV S.à r.l.

~~Executed as a deed by
CAPVEST PRIVATE EQUITY IV S.À R.L. in
its capacity as general partner of CAPVEST
CO-INVESTOR IV SCSP and DELIVERED as
a DEED:~~

*Executed as a deed by
CapVest Co-Investor IV SCSP
represented by its general
partner CapVest Private
Equity IV S.à.r.l. and
delivered as a deed:*

Authorised Signatory

Anne-Cecile Jourden
Manager

Authorised Signatory

Notice Details

Address: 8, rue Lou Hemmer, L - 1748 Flindel, Grand Duchy of
Luxembourg

Attention: Board of Managers of CapVest Private Equity IV S.à r.l.

Executed as a deed by **CV EQUITY)**
MANAGEMENT III, LIMITED in its)
capacity as general partner of **CAPVEST)**
PRIVATE EQUITY III, L.P., in turn in)
its capacity as general partner of)
CAPVEST CO-INVESTOR III, L.P. and)
DELIVERED as a **DEED:**)
)

Authorised Signatory

Authorised Signatory

By:

Address: Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH

Email: capvest@aztecgroup.co.uk

Attention: Glenn Boddie

Executed as a deed by **CV EQUITY**)
MANAGEMENT III, LIMITED in its)
capacity as general partner of **CAPVEST**)
PRIVATE EQUITY III, L.P. and)
DELIVERED as a **DEED:**)
)
)
)

Authorised Signatory

Authorised Signatory

By:

Address: Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH

Email: capvest@aztecgroup.co.uk

Attention: Glenn Boddie

Executed as a deed by CV EQUITY)
MANAGEMENT III, LIMITED and)
DELIVERED as a DEED:)
)
)
)
)
)

Authorised Signatory

Authorised Signatory

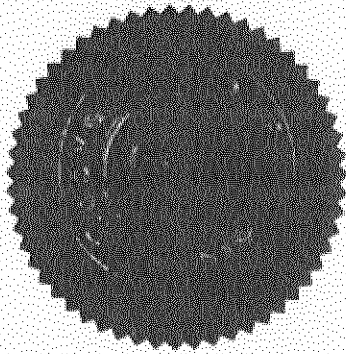
By:

Address: Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH

Email: capvest@aztecgroup.co.uk

Attention: Glenn Boddie

GIVEN under the **COMMON SEAL** of
CAPVEST IRISH PARTNERS LIMITED and
DELIVERED as a **DEED** in the presence of:



Director/Person appointed for this purpose by
the company's directors or by a committee of
them

Director/Secretary/Person appointed for this
purpose by the company's directors or by a
committee of them

Notice Details

Address: 10 Earlsfort Terrace, Dublin 2, Ireland

Email: nradia@capvest.co.uk

Attention: Fergal O'Leary

Security Agent

Leien Griffiths
Authorised Signatory

Executed as a deed for and on behalf of
INVESTEC BANK PLC:

)
)
)
)

Name

.....

Alan Macrory
Authorised Signatory

Notice Details

Address: 30 Gresham Street, London EC2V 7QP

Email: Slade.Spalding@investec.co.uk; Joshua.Band@investec.co.uk

Attention: Slade Spalding; Joshua Band