

M

CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

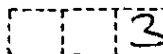
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



SC412803

Name of company

* Altra Consultants Limited

Date of creation of the charge (note 1)

14 May 2020

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Debenture

Names of the persons entitled to the charge

MEIF WM Debt LP acting by its general partner Maven MEIF (WM) GP (One) Limited

Short particulars of all the property charged

All Altra Consultants Limited's assets and undertaking whatsoever and wheresoever situated both
present and future

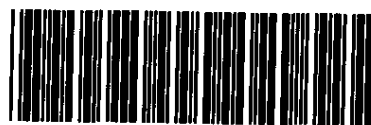
Presenter's name address and
reference (if any):

Gateley Plc
One Eleven
Edmund Street
Birmingham
B3 2HJ
HKK1/126454.066

For official use (02/06)

Charges Section

MONDAY



SA38V2WX

SCT

26/04/2021

#25

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

1. MEIF WM Debt LP (LP018463) acting by its general partner Maven MEIF (WM) GP (One) Limited (10910257) - 1-2 Royal Exchange Buildings, London, United Kingdom, EC3V 3LF.

See continuation sheet for remaining parties.

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Date(s) of execution of the instrument of alteration

26 March 2021

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

No Company shall create or permit to subsist any Security Interest over any of its assets as security for any of the Junior Liabilities other than the Junior Securities.

No Junior Creditor shall permit to subsist or receive any Security Interest or other assurance against financial loss for, or in respect of, any of the Junior Liabilities other than the Junior Securities.

N.B. All defined terms used in this Form 466 have the meaning given to them in the existing intercreditor agreement dated 14 May 2020.

Short particulars of any property released from the floating charge

Not applicable

The amount, if any, by which the amount secured by the floating charge has been increased

Not applicable

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

*Please do not
write in
this margin*

*Please complete
legibly, preferably
in black type, or
bold block lettering*

4.2 Ranking and subordination of securities

The parties agree that the Securities will rank for all purposes and at all times in the following order:

4.2.1 first, the Senior Securities; and

4.2.2 second, the Junior Securities.

4.3 The priorities set out in clauses 4.1 and 4.2 apply as between the Parties and shall not be affected by:

4.3.1 the nature of the Securities, the dates, times or order of execution and registration of the Security Documents, the dates or times on, which each Creditor received notice or become aware of the existence or creation of any of the Securities and the dates or times at, which monies may be or have been advanced or become owing or payable or secured; or

4.3.2 any fluctuation in the amount from time to time due, owing or incurred to any of the Creditors (including the existence of credit balances) on any account.

6.1 Without in any way affecting the arrangements set out in clauses 4 and 5, for the purposes of the Insolvency Act 1986 the Security Trustee agrees for the benefit of the Senior Creditor that the floating charges contained within the Senior Securities (if any) are to be treated as having priority over the floating charges contained within the Junior Securities (if any), in each case, notwithstanding the date of creation or crystallisation of such floating charges.

N.B. All defined terms used in this Form 466 have the meaning given to them in the instrument of alteration.

Signed Gateley Plc

Date 26/04/2021

On behalf of chargee ☐

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 110(5) of the Companies Act.
2. In accordance with section 166(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

**COMPANY NO. 412803
CHARGE CODE SC41 2803 0003**

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 26 MARCH 2021 WERE DELIVERED
PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985
ON 26 APRIL 2021**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 14
MAY 2020**

BY ALTRA CONSULTANTS LIMITED

**IN FAVOUR OF
MEIF WM DEBT LP ACTING BY ITS GENERAL PARTNER
MAVEN MEIF (WM) GP (ONE) LIMITED**

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 APRIL 2021



Companies House



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

CONTINUATION SHEET – FORM 466 – ALTRA CONSULTANTS LIMITED (SC412803)

3. Tracey Lorraine Anderson - 29 House O'Hill Road, Blackhall, Edinburgh, Scotland, EH4 2AJ; Alan John Wallace - Kilmarnock House, Gartocharn, Loch Lomond, Scotland, G83 8SB; Maven Income and Growth VCT Plc (03908220) - Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF; Maven Income and Growth VCT 3 Plc (04283350) - Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF; Maven Income and Growth VCT 4 Plc (SC272568) - Kintyre House, 205 West George Street, Glasgow, G2 2LW; Maven Income and Growth VCT 5 Plc (04084875) - Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF; Maven Income and Growth VCT 6 Plc (in liquidation) (03870187) - Ship Canal House, 98 King Street, Manchester, M2 4WU; Maven Co-Invest DEF Limited Partnership (SL029927) - Kintyre House, 205 West George Street, Glasgow, G2 2LW; and Maven Co-Invest DEF 2 LP (SL033869) - Kintyre House, 205 West George Street, Glasgow, G2 2LW.

4. Parker Norfolk and Partners Limited (02619479) - Connect House, 133-137 Alexandra Road, London, United Kingdom, SW19 7JY and Altra Consultants Limited (SC412803) - 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ.

Certified true copy of original document, save for the information redacted pursuant to section 859G of the Companies Act 2006, comprising electronically delivered counterparts.

Gateley Plc

TO: The persons listed in schedule 1 and schedule 2 of this letter



Date: 26 March 2021

GULSHREEN MAHI

SOLICITOR

26 APRIL 2021

Dear Sirs

Intercreditor deed dated 14 May 2020 as amended, varied, restated, supplemented or extended from time to time and made between (1) MEIF WM Debt LP acting by its general partner Maven MEIF (WM) GP (One) Limited (the Senior Creditor), (2) Maven Capital Partners UK LLP (the Security Trustee) (3) the Persons listed in schedule 1 (each a Noteholder and together the Noteholders) and (4) the Companies listed in schedule 2 (each a Company and together the Companies) (the Intercreditor Deed)

We refer to the Intercreditor Deed.

Words and expressions defined in, or construed for the purposes of, the Intercreditor Deed have the same meaning when used in this letter (unless the same are otherwise defined in this letter or the context determines otherwise).

The provisions of clause 1.1 (*Definitions and Interpretation*) and clause 22 (*Third party rights*) of the Intercreditor Deed shall apply *mutatis mutandis* as if set out in full in this letter, save that references to "this deed" shall be construed as references to this letter. References to "this letter" shall include the agreement constituted by your acknowledgement of its terms.

1. **BACKGROUND**

It has been agreed by the parties to this letter that the changes referred to below will be incorporated into the terms of the Intercreditor Deed pursuant to the terms of this letter.

2. **AMENDMENT**

2.1 With effect from the date of this letter, the Noteholders agree that the definition of "Senior Facility Letter" shall be amended to read as follows:

"Senior Facility Letter

- (a) the facility letter dated 14 May 2020 made between (1) Parker Norfolk and Partners Limited (as borrower), (2) Altra Consultants Limited (as guarantor) and (3) the Senior Creditor (as lender) pursuant to which the Senior Creditor made a term loan facility available to Parker Norfolk and Partners Limited in the maximum aggregate amount of £1,000,000;
- (b) the facility letter dated on or about the date of this letter made between (1) Parker Norfolk and Partners Limited (as borrower), (2) Altra Consultants Limited (as guarantor) and (3) the Senior Creditor (as lender) pursuant to which the Senior Creditor will make available to Parker Norfolk and Partners Limited a term loan facility in the maximum aggregate principal amount of £500,000; and
- (c) the facility letter dated on or about the date of this letter made between (1) Altra Consultants Limited (as borrower), (2) Parker Norfolk and Partners Limited (as guarantor) and (3) the Senior Creditor (as lender) pursuant to which the Senior Creditor will make available to Altra Consultants Limited a term loan facility in the maximum aggregate principal amount of £400,000."

2.2 With effect from the date of this letter, the Noteholders agree that the definition of "Senior Security Documents" shall be amended to read as follows:

"Senior Security Documents

- (a) the composite guarantee and debenture dated 14 May 2020 made between (1) Parker Norfolk and Partners Limited and Altra Consultants Limited and (2) the Senior Creditor; and

- (b) the composite guarantee and debenture dated on or about the date of this letter made between (1) Altra Consultants Limited and Parker Norfolk and Partners Limited and (2) the Senior Creditor."

3. FINANCE DOCUMENT

This letter is a Senior Finance Document.

4. SEVERABILITY

All of the provisions of this letter are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of this letter shall not affect the legality, validity or enforceability of any other provision of this letter.

5. NO WAIVER

- 5.1 Except as expressly set out in this letter, nothing in this letter is intended to or shall constitute or be construed as a waiver, consent, amendment, variation or compromise of any other term or condition of, or any right or remedy of any person under the Finance Documents.

- 5.2 The Senior Creditor expressly reserves all rights and remedies under the Finance Documents (whether in respect of circumstances now subsisting or occurring in the future) and, except as expressly set out in this letter, nothing in this letter shall prejudice any right or remedy of the Senior Creditor under the Intercreditor Deed or any other Finance Document.

6. COSTS AND EXPENSES

The Companies shall meet or reimburse the Senior Creditor (on a full indemnity basis) all fees, costs and expenses (including, without limitation, all legal fees) incurred by the Senior Creditor in connection with this letter.

7. COUNTERPARTS

This letter may be signed in any number of counterparts and by the different parties to this letter on different counterparts and all of such counterparts when taken together shall be deemed to constitute one and the same document.

8. GOVERNING LAW

This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with, English law.

Please confirm your agreement to the terms of this letter by signing and returning to us at MEIF WM Debt LP c/o Maven Capital Partners UK LLP, Two Snow Hill, Birmingham, B4 6GA, marked for the attention of Demetri Theofanou the acknowledgment at the end of the enclosed copy of this letter

Yours faithfully

EXECUTED and DELIVERED as a DEED by)
MEIF WM DEBT LP acting by its general)
partner MAVEN MEIF (WM) GP (ONE))
LIMITED, acting by

DEMETRI THEOFANOU
an authorised signatory, in the presence of:


Authorised signatory

Witness signature

Witness name

GEORGE ANTONIOU

Witness address

Witness occupation SELF EMPLOYED

Schedule 1
The Noteholders

Name	Address/Registered Office	Registered number (if applicable)
Tracey Lorraine Anderson		Not applicable
Alan John Wallace		Not applicable
Maven Income and Growth VCT Plc	Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF	03908220
Maven Income and Growth VCT 3 Plc	Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF	04283350
Maven Income and Growth VCT 4 Plc	Kintyre House, 205 West George Street, Glasgow, G2 2LW	SC272568
Maven Income and Growth VCT 5 Plc	Fifth Floor, 1-2 Royal Exchange Buildings, London, EC3V 3LF	04084875
Maven Income and Growth VCT 6 Plc (in liquidation)	Ship Canal House, 98 King Street, Manchester, M2 4WU	03870187
Maven Co-Invest DEF Limited Partnership	Kintyre House, 205 West George Street, Glasgow, G2 2LW	SL029927
Maven Co-Invest DEF 2 LP	Kintyre House, 205 West George Street, Glasgow, G2 2LW	SL033869

Schedule 2
The Companies

Name	Address/Registered Office	Registered number (if applicable)
Altra Consultants Limited	50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ	SC412803
Parker Norfolk and Partners Limited	Connect House, 133-137 Alexandra Road, London, United Kingdom, SW19 7JY	02619479

We hereby acknowledge and agree to the terms and conditions of the foregoing letter. We agree that the foregoing letter, together with this acknowledgement, is a Finance Document.

NOTEHOLDERS

EXECUTED as a DEED by TRACEY)
LORRAINE ANDERSON in the presence of.)
)

[REDACTED]

Signature of witness

[REDACTED]

Witness Name

Malcolm Goddard

(in BLOCK CAPITALS)

Address

[REDACTED]

EXECUTED as a DEED by ALAN JOHN)
WALLACE in the presence of)
)

Signature of witness

Witness Name

(in BLOCK CAPITALS)

Address

We hereby acknowledge and agree to the terms and conditions of the foregoing letter. We agree that the foregoing letter, together with this acknowledgement, is a Finance Document.

NOTEHOLDERS

EXECUTED as a DEED by TRACEY)
LORRAINE ANDERSON in the presence of:)
)

Signature of witness

Witness Name

(in BLOCK CAPITALS)

Address

EXECUTED as a DEED by ALAN JOHN)
WALLACE in the presence of:)
)

Signature of witness

Witness Name

(in BLOCK CAPITALS)

Address

CATRIONA ANN WALLACE

EXECUTED (as a DEED by)
..... as)
attorney for MAVEN INCOME AND)
GROWTH VCT PLC under a power of)
attorney dated
in the presence of:

[REDACTED]

Signature of witness

SARAH GLENNY

Witness Name

(in BLOCK CAPITALS)

Address

[REDACTED]

[REDACTED]

MAVEN INCOME AND GROWTH VCT PLC

EXECUTED (as a DEED by)
..... as)
attorney for MAVEN INCOME AND)
GROWTH VCT 3 PLC under a power of)
attorney dated
in the presence of:

[REDACTED]

Signature of witness

SARAH GLENNY.

Witness Name

(in BLOCK CAPITALS)

Address

[REDACTED]

[REDACTED]

MAVEN INCOME AND GROWTH VCT 3
PLC

EXECUTED as a DEED by)
..... as)
attorney for MAVEN INCOME AND)
GROWTH VCT 4 PLC under a power of)
attorney dated
in the presence of:

[REDACTED]

Signature of witness

SARAH GLENNY

Witness Name

(in BLOCK CAPITALS)

Address

[REDACTED]

[REDACTED]

MAVEN INCOME AND GROWTH VCT 4
PLC

EXECUTED as a DEED by)
..... as)
attorney for MAVEN INCOME AND)
GROWTH VCT 5 PLC under a power of)
attorney dated
in the presence of:

[REDACTED]

Signature of witness

SARAH GLENNY

Witness Name

(in BLOCK CAPITALS)

Address

[REDACTED]

[REDACTED]

MAVEN INCOME AND GROWTH VCT 5
PLC

EXECUTED as a DEED by MAVEN INCOME)
AND GROWTH VCT 6 PLC (in liquidation))
acting by its liquidator)
under
powers conferred on him/her by schedule 4
of the Insolvency Act 1986 in the presence of

Liquidator of
MAVEN INCOME AND GROWTH VCT 6
PLC

Signature of witness

Witness Name

CAROL MORRISON

(in BLOCK CAPITALS)

Address

EXECUTED as a DEED by)
as)
attorney for MAVEN CO-INVEST DEF)
LIMITED PARTNERSHIP under a power of)
attorney dated
in the presence of

Attorney for
MAVEN CO-INVEST DEF LIMITED
PARTNERSHIP

Signature of witness

Witness Name

(in BLOCK CAPITALS)

Address

EXECUTED as a DEED by MAVEN INCOME)
AND GROWTH VCT 6 PLC (in liquidation))
acting by its liquidator)
under
powers conferred on him/her by schedule 4
of the Insolvency Act 1986 in the presence of:

.....
Liquidator of
MAVEN INCOME AND GROWTH VCT 6
PLC

Signature of witness

Witness Name

(in BLOCK CAPITALS)

Address

EXECUTED as a DEED by)
SARAH GLENNY as)
attorney for MAVEN CO-INVEST DEF)
LIMITED PARTNERSHIP under a power of)
attorney dated)
in the presence of:

.....
Attorney
MAVEN CO-INVEST DEF LIMITED
PARTNERSHIP

Signature of witness

SARAH GLENNY.

Witness Name

(in BLOCK CAPITALS)

Address

EXECUTED as a DEED by)
DATE 1/16/14 as)
attorney for MAVEN CO-INVEST DEF 2 LP)
under a power of attorney dated
in the
presence of:

Signature of witness

SARAH GLENNY

Witness Name

(in BLOCK CAPITALS)

Address

Attorney
MAVEN CO-INVEST DEF 2 LP

COMPANIES

EXECUTED as a DEED by ALTRA)
CONSULTANTS LIMITED acting by a)
director in the presence of:)

[Redacted]

Signature of witness

[Redacted]

Witness Name
(in BLOCK CAPITALS)

Malcolm Goddard

Address

[Redacted]

EXECUTED as a DEED by PARKER)
NORFOLK AND PARTNERS LIMITED)
acting by a director in the presence of:)

[Redacted]

Signature of witness

[Redacted]

Witness Name
(in BLOCK CAPITALS)

Malcolm Goddard

Address

[Redacted]