



**Registration of a Charge**

Company name: **FABX2.2 GP LTD**

Company number: **11359737**



X98G8M23

Received for Electronic Filing: **02/07/2020**

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**Details of Charge**

Date of creation: **01/07/2020**

Charge code: **1135 9737 0003**

Persons entitled: **GREENOAK UK SECURED LENDING II S.À R.L.**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **FLADGATE LLP**



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

Company number: 11359737

Charge code: 1135 9737 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2020 and created by FABX2.2 GP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2020 .

Given at Companies House, Cardiff on 3rd July 2020

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



**Companies House**



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

# fladgate

Date: 1 July 2020



## ACCOUNT CHARGE

**Fabx2.2 LP**

and

**GreenOak UK Secured Lending II S.à r.l.**

Ref: GDS/31452/0006

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**DATE:**

1 July 2020

**PARTIES:**

- (1) **Fabx2.2 L.P.**, a limited partnership incorporated in England and Wales with registration number LP019528 and whose registered office is at 4th Floor 45 Monmouth Street, London, United Kingdom, WC2H 9DG (**Limited Partnership**) acting through its general partner **Fabx2.2 GP Ltd**, a limited company incorporated in England and Wales with registration number 11359737 and whose registered office is at First Names Global Limited, 4th Floor, 45 Monmouth Street, London, United Kingdom, WC2H 9DG (**Chargor**); and
- (2) **GreenOak UK Secured Lending II S.à r.l.**, a *société à responsabilité limitée* incorporated in the Grand Duchy of Luxembourg, registered address at 51 avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register under number B206647 (**Lender**).

**Preliminary**

- (A) The Chargor enters into this deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**1. Definitions and interpretation**

*Definitions*

- 1.1 In this deed including the schedules the following words and expressions have the following meanings:

<b>Act</b>	the Law of Property Act 1925.
<b>Blocked Account</b>	the account of the Chargor with Barclays Bank plc with account number [REDACTED] and sort code [REDACTED].
<b>Facility Agreement</b>	the facility agreement dated 23 November 2018 between (among others) the Chargor and the Lender.
<b>Party</b>	a party to this deed.
<b>Receiver</b>	a receiver or receiver and manager or administrative receiver, in each case appointed under this deed.
<b>Security Asset</b>	any asset of the Chargor which is, or is expressed to be, subject to any Security created by this deed.
<b>Secured Liabilities</b>	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under each Finance Document.
<b>Security Period</b>	the period beginning on the date of this deed and ending on the date on which the Lender is satisfied

all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

### *Construction*

#### 1.2

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this deed unless expressly defined in this deed.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this deed as though they were set out in full in this deed except that references to the Facility Agreement will be construed as references to this deed.
- 1.2.3 Unless a contrary indication appears, a reference in this deed to:
  - 1.2.3.1 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - 1.2.3.2 any **rights** in respect of an asset includes:
    - 1.2.3.2.1 all amounts and proceeds paid or payable;
    - 1.2.3.2.2 all rights to make any demand or claim; and
    - 1.2.3.2.3 all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
  - 1.2.3.3 the term **this Security** means any Security created by this deed.
- 1.2.4 Any covenant of the Chargor under this deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.5 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this deed.
- 1.2.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### *Third party rights*

#### 1.3

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3.2 and the provisions of the Third Parties Act.

## **2. Creation of Security**

### *General*

#### 2.1

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this deed:
  - 2.1.2.1 is created in favour of the Lender;
  - 2.1.2.2 is created over present and future Security Assets;
  - 2.1.2.3 is security for the payment of all the Secured Liabilities; and
  - 2.1.2.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### *Credit balances*

- 2.2 The Chargor charges by way of a first fixed charge all of its rights in respect of the Blocked Account, any amount standing to the credit of the Blocked Account and the debt represented by it.

## **3. Restrictions on Dealings**

### *Security*

- 3.1 Except as expressly allowed under the Facility Agreement or this deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

### *Disposals*

- 3.2 Except as expressly allowed under the Facility Agreement or this deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

## **4. Account**

### *General*

- 4.1 In this clause 4 **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

### *Blocked Account*

#### 4.2

- 4.2.1 The Lender shall have sole signing rights to the Blocked Account.
- 4.2.2 The Blocked Account shall be operated in accordance with the terms of the Facility Agreement.

### *Notices of charge*

- 4.3 The Chargor must:
  - 4.3.1 promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 1, on the Account Bank; and
  - 4.3.2 use reasonable endeavours to ensure that the Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 1.



## **5. When Security Becomes Enforceable**

### *Event of Default*

- 5.1 This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### *Discretion*

- 5.2 After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

### *Statutory powers*

- 5.3 The power of sale and other powers conferred by section 101 of the Act, as amended by this deed, will be immediately exercisable at any time after this Security has become enforceable.

## **6. Enforcement of Security**

### *General*

#### 6.1

For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

### *No liability as mortgagee in possession*

- 6.2 Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### *Privileges*

- 6.3 The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

### *Protection of third parties*

- 6.4 No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

- 6.4.1 whether the Secured Liabilities have become payable;
- 6.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 6.4.3 whether any money remains due under the Finance Documents; or
- 6.4.4 how any money paid to the Lender or to that Receiver is to be applied.

### *Redemption of prior mortgages*

#### 6.5

- 6.5.1 At any time after this Security has become enforceable, the Lender may:
  - 6.5.1.1 redeem any prior Security against any Security Asset; and/or
  - 6.5.1.2 procure the transfer of that Security to itself; and/or

6.5.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

6.5.2 The Chargor must pay to the Lender, promptly on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### *Contingencies*

6.6 If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### *Financial collateral*

6.7

6.7.1 To the extent that the Security Assets constitute "financial collateral" and this deed and the obligations of the Chargor under this deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

6.7.2 Where any financial collateral is appropriated:

6.7.2.1 if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or

6.7.2.2 in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it.

## **7. Receiver**

#### *Appointment of Receiver*

7.1

7.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

7.1.1.1 this Security has become enforceable; or

7.1.1.2 the Chargor so requests to the Lender at any time.

7.1.2 Any appointment under clause 7.1.1 may be by deed, under seal or in writing under its hand.

7.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this deed.

- 7.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 7.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

#### *Removal*

- 7.2 The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### *Remuneration*

- 7.3 The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

#### *Agent of the Chargor*

- 7.4
  - 7.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
  - 7.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### *Relationship with Lender*

- 7.5 To the fullest extent allowed by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **8. Powers of Receiver**

#### *General*

- 8.1
  - 8.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred on it by any law. This includes:
    - 8.1.1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
    - 8.1.1.2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

- 8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

*Possession*

- 8.2 A Receiver may take immediate possession of, get in and realise any Security Asset.

*Carry on business*

- 8.3 A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

*Employees*

8.4

- 8.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this deed upon such terms as to remuneration or otherwise as he/she thinks fit.

- 8.4.2 A Receiver may discharge any person appointed by the Chargor.

*Borrow money*

- 8.5 A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

*Sale of assets*

8.6

- 8.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

- 8.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

*Compromise*

- 8.7 A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

*Legal actions*

- 8.8 A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

*Receipts*

- 8.9 A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

*Subsidiaries*

- 8.10 A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

#### *Delegation*

8.11 A Receiver may delegate his/her powers in accordance with this deed.

#### *Lending*

8.12 A Receiver may lend money or advance credit to any person.

#### *Other powers*

8.13 A Receiver may:

- 8.13.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed or law;
- 8.13.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- 8.13.3 use the name of the Chargor for any of the above purposes.

### **9. Application of Proceeds**

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement.

### **10. Expenses and indemnity**

The Chargor must:

- 10.1 promptly on demand pay to each Secured Party the amount of all costs and expenses properly incurred (including legal fees) incurred by that Secured Party in connection with this deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- 10.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

### **11. Delegation**

#### *Power of attorney*

11.1 The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this deed.

#### *Terms*

11.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

#### *Liability*

11.3 Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

## **12. Further assurances**

- 12.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:
- 12.1.1 creating, perfecting or protecting any security over any Security Asset; or
  - 12.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- 12.2 The action that may be required under clause 12.1 includes:
- 12.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
  - 12.2.2 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

## **13. Power of attorney**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 13.

## **14. Miscellaneous**

### *Continuing Security*

- 14.1 This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### *New accounts*

- 14.2
- 14.2.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
  - 14.2.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
  - 14.2.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

*Time deposits*

- 14.3 Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:
- 14.3.1 this Security has become enforceable; and
  - 14.3.2 no Secured Liability is due and payable,
- that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

**15. Release**

At the end of the Security Period, the Finance Parties must, at the request and reasonable cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

**16. Governing law**

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

**17. Execution as a deed**

This deed has been executed as a deed but is not delivered until it has been dated.

**Schedule 1**  
**Form of letter for Account Bank**

**Part 1**  
**Notice to Account Bank**

**To:** Barclays Bank PLC, One Churchill Place, Canary Wharf, London E14 5HP (the "Account Bank")

**From:** FAO: Nicholas Stern  
Fabx2.2 L.P. (the "Grantor")  
Fabx2.2 GP Ltd  
4<sup>th</sup> Floor, 45 Monmouth Street  
London  
WC2H 9DG

**And:** Greenoak UK Secured Lending II S.a.r.l. (the "Secured Party")  
51 avenue John F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

Date: 2019

Dear Sirs

1 We hereby give you notice that, pursuant to a charge dated 2019 (the "Security Agreement") made between the Grantor and the Secured Party, the Grantor has charged in favour of the Secured Party, all monies from time to time standing to the credit of the following bank account(s) maintained by you in the Grantor's name (the "Secured Account(s)"):

- Account numbered [ ] with sort code [ ] and designated as the '[Blocked Account/Refurbishment Account]';

and any balances in respect thereof, together with all interest accruing thereon from time to time.

2 The Grantor and the Secured Party each irrevocably and unconditionally instruct and authorise you (notwithstanding any previous mandate or instructions of any kind which the Grantor may have given to you):

- (a) upon written instructions from the Secured Party, to disclose to the Secured Party any information relating to the Secured Account(s), without any requirement for you to notify, or seek authority from, the Grantor. Such information may include, but shall not be limited to, the provision of copies of statements in respect of the Secured Account(s);



- (b) to comply with the written instructions of the Secured Party in relation to the Secured Account(s), to the exclusion of any instructions from the Grantor, without any enquiry by you as to the justification for such instructions;
- (c) for the duration that the security set out in this Notice is in force, not to permit the Grantor to:
  - (i) close the Secured Account(s); or
  - (ii) vary the terms of any mandates in respect of the Secured Account(s),
 without the prior written consent of the Secured Party (such consent not to be unreasonably withheld or delayed) save as required by law. For the avoidance of doubt, the Account Bank may vary any applicable account terms and conditions as part of a wider update by the Account Bank of its account terms and conditions without the prior written consent of the Secured Party;
- (d) at any time: (i) to debit or otherwise charge the Secured Account(s) with your costs and charges in connection with the opening, maintenance and operation of the Secured Account(s) pursuant to (a) the mandates held by you and/or (b) any applicable terms and conditions in respect of the Secured Account(s); and (ii) to exercise any right of set-off which you may have in respect of such costs and charges; and
- (e) **[at any time: (i) to debit or otherwise charge the Secured Account(s) with your costs and charges in connection with the opening, maintenance and operation of the Secured Account(s) pursuant to (a) the mandates held by you and/or (b) any applicable terms and conditions in respect of the Secured Account(s); and (ii) to exercise any right of set-off which you may have in respect of such costs and charges; and**
- (f) **at any time and until a Default Notice has been received by you to exercise any right of combination, consolidation, merger or set off which you may have in respect of any moneys standing or accruing to the credit of the Secured Account(s).]**

3 Any instruction, notice or consent given by the Secured Party to you shall be signed by **one or more** of the persons listed in Schedule 1 to this notice (the “**Authorised Signatories**”). You are entitled to rely upon the most recent list of Authorised Signatories received by you from time to time from the Secured Party as being accurate and complete and to assume that any such instruction, notice or consent that is given or purports to be given for and on behalf of the Secured Party and any signature which apparently conforms to the specimen signatures of such Authorised Signatories as set out in Schedule 1 are, in the absence of manifest error, genuine. Where you have not been provided with such customer due diligence materials in

respect of any of the Authorised Signatories as may be required under English law or regulation, you shall be entitled to refuse to act in accordance with any instruction, notice or consent signed by such Authorised Signatory. The Account Bank is entitled to rely upon the list of signatories in the Schedule until it receives an amended list in a form acceptable to it.

- 4 The instructions and authorisations which are contained in this notice shall remain in full force and effect until revoked or varied by the Secured Party in writing. The Grantor is not permitted to revoke or vary such instructions or authorisations.
- 5 The Grantor shall at all times indemnify the Account Bank and keep it fully indemnified on demand from and against all actions, losses, damages, costs, charges, claims, demands, liabilities and expenses (including legal expenses) that the Account Bank may incur in connection with or by reason of the Account Bank complying with the terms of this notice or all other instructions the Account Bank receives from the Secured Party or in relation to the Secured Account(s).
- 6 This notice may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.
- 7 This notice shall be governed by and construed in accordance with the laws of the jurisdiction where the Secured Account(s) is / are held.
- 8 Please confirm your agreement to this notice by sending a copy of the acknowledgement to this notice duly signed on your behalf to the Secured Party with a copy to the Grantor.

Yours faithfully

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Print Name:

Official Position: Director

For and on behalf of Fabx2.2 L.P.

as Grantor

by its duly authorised officer

Print Name:

Official Position:

For and on behalf of GreenOak UK Secured Lending II S.a.r.l.

as Secured Party

by its duly authorised officer

**Part 2**  
**Acknowledgement of Account Bank**

**To:** **GreenOak UK Secured Lending II S.a.r.l.**, (the "**Secured Party**")  
51 avenue John F. Kennedy  
L-1855 Luxembourg  
Grand Duchy of Luxembourg

**And:** **Fabx2.2 L.P** (the "**Grantor**")  
Fabx2.2 GP Ltd  
4<sup>th</sup> Floor, 45 Monmouth Street  
London  
WC2H 9DG

**From:** **Barclays Bank PLC**, One Churchill Place, Canary Wharf, London E14 5HP (the "**Account Bank**")

FAO: Nicholas Stern

Date: 2019

Dear Sirs

- 1 We hereby acknowledge receipt of a notice dated 2019 (the "**Notice**") from the **Secured Party** and the **Grantor** relating to the creation of a charge in respect of the Secured Account(s) as set out in the Notice. Terms defined in the Notice shall have the same meaning where used herein.
- 2 We confirm that:
  - (a) we accept the instructions and authorisations contained in the Notice and, for the duration that the security set out in the Notice is in force, will comply with the terms of the Notice to the extent permitted by law or any regulatory authority;
  - (b) we hereby consent to such charge and, for the duration that the security set out in the Notice is in force, we agree to waive any provisions of any mandates or applicable terms and conditions which would prohibit or restrict such charge;
  - (c) we agree, for the duration that the security set out in the Notice is in force, not to permit the **Grantor** to:
    - (i) close the Secured Account(s); or
    - (ii) vary the terms of any mandates in respect of the Secured Account(s),

without the prior written consent of the **Secured Party** (such consent not to be unreasonably withheld or delayed) save as required by law. For the avoidance of doubt, we may vary

applicable terms and conditions as part of a wider update of our account terms and conditions without the prior written consent of the Secured Party;

- (d) we shall not, for the duration that the security set out in the Notice is in force, exercise or seek to assert or exercise any right of combination, consolidation, merger or set-off which we may have in respect of the Secured Account(s) or any monies standing or accruing to the credit thereof, save for our right of set-off in respect of our costs and charges in connection with the opening, maintenance and operation of the Secured Account(s) pursuant to: (i) the mandates held by us; and/or (ii) any applicable terms and conditions in respect of the Secured Account(s);
- (e) we are not aware of having received any notice that the Grantor has granted any charge over the Secured Account(s), or any monies standing to the credit thereof, in favour of any party other than the Secured Party; and
- (f) we have not reviewed the provisions of the Security Agreement and we do not make any representations as to its enforceability or validity.

- 3 We acknowledge that the Grantor has indemnified us under paragraph 5 of the Notice.
- 4 This acknowledgement shall be governed by and construed in accordance with the laws of the jurisdiction where the Secured Account(s) is / are held .
- 5 Any instructions, notices or consents to be delivered to us pursuant to the Notice shall be delivered when received by us by hand or mail marked for the attention of Nicholas Stern, at our address set out above (or such other address as we may notify the Grantor and the Secured Party in writing from time to time).

Yours faithfully

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Print Name:

Official Position: Director

For and on behalf of

**Barclays Bank PLC**

Signatories

EXECUTED and DELIVERED as a  
DEED by

Fabx2.2 GP Ltd as general partner for  
and on behalf of Fabx2.2 LP,

in the presence of a witness:

Director

COLIN CHUNG

Print name

Witness' signature:

Witness' name:

Address:

Occupation:

TOM BECHELET

15 KATHBOWE STREET

LONDON W1T 1NB

JUNIOR CORPORATE INVESTMENT  
MANAGER

Signed by

GREENOAK UK SECURED LENDING  
II S.A R.L.

Authorised Signatory

Print name

**Signatories**

**EXECUTED and DELIVERED as a DEED by**

**Fabx2.2 GP Ltd as general partner for and on behalf of Fabx2.2 LP,**

**in the presence of a witness:**

.....  
Director

.....  
Print name

Witness' signature: .....

Witness' name: .....

Address: .....

Occupation: .....

Signed by  
**GREENOAK UK SECURED LENDING  
II S.À R.L.**

  
**Alexandra Fantuz**  
Manager  
Authorised Signatory

  
**Marketa Stranska**  
Manager

Print name.....