



Registration of a Charge

Company Name: **INNOVATION FINANCE LIMITED**

Company Number: **07172160**



Received for filing in Electronic Format on the: **03/08/2023**

XC94YFO3

Details of Charge

Date of creation: **13/07/2023**

Charge code: **0717 2160 0004**

Persons entitled: **FRESHWATER S.A., FOR AND ON BEHALF OF ITS COMPARTMENT
FWAR1**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NURILA ABDRAIMOVA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7172160

Charge code: 0717 2160 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2023 and created by INNOVATION FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2023 .

Given at Companies House, Cardiff on 3rd August 2023

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**

This Amendment Agreement (the “**Agreement**”) is made on 13 July 2023

BETWEEN:

- (1) **River Commercial Finance S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 12E, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B 245972 (the “**Security Trustee**”);
 - (2) **Freshwater S.A.**, a public limited company (*société anonyme*) incorporated and existing under the laws of Grand Duchy of Luxembourg and qualifying as a securitisation company (*société de titrisation*) within the meaning of, and governed by, the Luxembourg law of 22 March 2004 on securitisation, as amended (the “**Securitisation Law**”), having its registered office at 12E, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 239065 (the “**SPV**”) acting on behalf and for the account of its Compartment FWAR 1 (“**Freshwater**”); and
 - (3) **Innovation Finance Limited**, a company, duly incorporated and validly existing under the laws of England and Wales, having its registered office at 1 Vicarage Lane, London, England, E15 4HF, registered with the Companies House under number 07172160 (the “**Chargor**”),
- each a “**Party**” and together the “**Parties**”.

WHEREAS:

- (A) On 5 October 2021 the Parties entered into a Charge over Account Rights as amended on 29 June 2023 (the “**Charge**”).
- (B) Effective as of the date of the Agreement, the Parties now wish to amend the Charge as further set out below.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITION AND INTERPRETATION

1.1. Definitions

In this Agreement, unless otherwise indicated, capitalized terms used but not defined herein shall have the same meaning as in the Charge.

1.2. Construction

1.2.1. The principles of construction set out in the Charge shall apply to this Agreement unless otherwise stated herein or the context requires otherwise, and any reference in this Agreement to:

- (i) any document or agreement are references to that document or agreement as amended, supplemented, novated and / or restated from time to time;
- (ii) a Party includes its successors, assignees, transferees or novated parties;
- (iii) a person means any individual, firm, company, corporation, government or state, or any association, trust, partnership or other entity;
- (iv) Clause and Schedule headings are for reference purposes only;
- (v) a law is a reference to that law as amended or re-enacted; and

- (vi) any reference to the Agreement is a reference to this Agreement including its recitals and schedules (if any).

1.2.2. Words denoting the singular include the plural and vice versa, and words denoting either gender include the other.

2. EFFECTIVE DATE

This Agreement shall be effective on the abovementioned date (the “**Effective Date**”).

3. AMENDMENT TO THE CHARGE

3.1 The Parties hereby agree that Schedule 1 of the Charge shall be amended as follows:

Schedule 1

Part 1 Account details

1. Collection Accounts

Account Holder's Name: Innovation Finance Limited			
Bank accounts			
Bank's name and details	Account Number	Sort Code	Contact
Lloyds Bank Plc Branch: Hastings City: Chelmsford	59005960	309766	Sarah Hunt +44 1424 858285 sarah@getmymuse.com
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	52675331	232221	Ann Marie Juliano +44 7557 301 645 ann@getmymuse.com
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	65819075	232221	
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	85256348	232221	
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	89176659	232221	

Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	89176659	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	41367056	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	17462905	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	83851885	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	8127352	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	8127352	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	75411564	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	58894604	232221
Fire.com/Fire Financial Services Ltd	20899038	232221

Branch: Fire Financial Services City: Dublin		
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	72270129	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	77431031	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	42074931	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	98179743	232221
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	60305871	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	52675331	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	49183248	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	14737393	232222

Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	70929794	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	76411290	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	05800935	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	88035202	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	87026781	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	85256348	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	97138873	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	39536647	232222
Fire.com/Fire Financial Services Ltd	89176659	232222

Branch: Fire Financial Services City: Dublin		
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	99468161	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	41367056	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	34444051	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	17462905	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	34022807	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	88631050	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	51570293	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	20553832	232222

Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	83851885	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	08871892	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	08127352	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	03749606	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	75411564	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	22978830	232222
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Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	20899038	232222
Fire.com/Fire Financial Services Ltd	72270129	232222

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Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	61595695	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	60305871	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	98179743	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	24035844	232222
Fire.com/Fire Financial Services Ltd Branch: Fire Financial Services City: Dublin	24035844	232221

2. Remittance Account

Account Provider	IBAN & SWIFT	Sort Code & Account No.	Contact
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Lloyds Bank plc	GB39LOYD30976600553476 Swift: LOYDGB2L	30-97-66 00553476	Sarah Hunt +44 1424 858285 sarah@getmymuse.com Ann Marie Juliano +44 7557 301 645 ann@getmymuse.com
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3.2 The Parties agree that all references to a Collection Account throughout the Charge shall include all and any one of the Collection Accounts as set out in clause 3.1 as amended by this Agreement.

4. WAIVER

REGISTRATION OF THE CHARGE AND NOTIFICATIONS

4.1 The Parties agree to waive clause 7.1 of the Charge in this instance. Chargor shall work with Freshwater to give effect to the requirements of the Agreement and the Charge, including performance of actions required to register, perfect, preserve the Charge or its priority, such as making any registration and giving any notice, order or direction in connection with the Agreement and in relation to the Charge.

4.2 The Parties further agree to waive clause 7.2.1 of the Charge in this instance. Chargor shall work with Freshwater to notify the relevant bank and account provider or, as the case may be, any other banks and account providers, in accordance with the form set out in Schedule 1 (Accounts), Part 2 (Notice letter to Account Providers) of the charges created in accordance with the Charge and the Agreement and pursuant hereto and will use its reasonable endeavors to obtain acknowledgment from the relevant Account Provider within 10 Business Days.

5. PURCHASES PRIOR TO THE EFFECTIVE DATE

For the avoidance of any doubt, the Parties agree that all amounts from time to time standing to the credit of a Collection Account and any rights in respect of those credit balances and the indebtedness represented by them are deemed to have been made pursuant to Article 3.1 as amended by this Agreement.

The Parties agree this Agreement is intended to be clarificatory in nature and does not constitute a waiver of any rights except as set out in clause 4.1 and clause 4.2.

6. NOTICES

Each demand, notice or other communication to be made hereunder shall (unless otherwise agreed by the Parties) be made in writing and in the English language and in accordance with the applicable provisions of the Charge.

7. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

7.1. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

7.2. Any provision of this Agreement may be amended but no amendment shall be binding on the Parties unless and until it shall have been recorded in writing signed by both Parties.

7.3. Any waiver or consent granted hereunder shall be effective only in the specific instance and for the purpose for which it was given.

8. NO OTHER CHANGES

8.1 The provisions of the Charge which are not expressly amended and/or waived by this Agreement remain in full force and effect without modification.

9. ILLEGALITY AND SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

10. LAW AND JURISDICTION

10.1. This Agreement is governed and shall be construed in accordance with English law.

10.2. Any dispute arising out of or in connection with this Agreement and Charge including a dispute regarding its existence, validity, interpretation, performance or termination, shall be subject to the exclusive jurisdiction of the English Courts.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by way of facsimile, or any other means, exchange of executed signature pages, all of which together shall constitute one and the same agreement.

Signature Page

This Agreement has been entered into on the date stated at the beginning of it.

The Parties hereto have executed this Agreement in three original copies.

Security Trustee

River Commercial Finance S.à r.l.

I hereby certify that this is a true copy of the document.

Represented by:

DocuSigned by:

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Name: Anika oberbillig

Title: Director

Freshwater

Freshwater S.A.

acting on behalf and for the account of its Compartment FWAR1


Represented by:

DocuSigned by:

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Name: Marco Paterno Castello

Title: Director


DocuSigned by:

3268D8C57A91405...

Name: Constanze Schmidt

Title: Director

Chargor

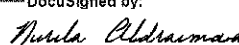
Innovation Finance Limited

Represented by: DocuSigned by:

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Name: Ann Marie Juliano

Title: Director

31 July 2023

DocuSigned by:

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