



Registration of a Charge

Company name: **BEACONSFIELD FOOTWEAR LIMITED**

Company number: **00641365**



X309Y8SP

Received for Electronic Filing: **24/01/2014**

Details of Charge

Date of creation: **17/01/2014**

Charge code: **0064 1365 0016**

Persons entitled: **ELECTRA PARTNERS LLP AS SECURITY TRUSTEE.**

Brief description: **THE COMPANY CHARGES BY WAY OF LEGAL MORTGAGE ALL ITS REAL PROPERTY (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE FOR REAL PROPERTY OWNED BY THIS COMPANY). FOR FURTHER DETAIL, SEE CLAUSE 2.4 OF THE CHARGE. THE COMPANY CHARGES BY WAY OF FIRST FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE FOR INTELLECTUAL PROPERTY OWNED BY THIS COMPANY). FOR FURTHER DETAIL, SEE CLAUSE 2.6(J) OF THE CHARGE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Notification of addition to or amendment of charge.

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

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 641365

Charge code: 0064 1365 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2014 and created by BEACONSFIELD FOOTWEAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2014 .

Given at Companies House, Cardiff on 24th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 17 January 2014

GALAXY TOPCO LIMITED
THE COMPANIES LISTED IN SCHEDULE 1

ELECTRA PARTNERS LLP
AS SECURITY TRUSTEE

**JUNIOR SECURITY DEED OF
ACCESSION**

**This junior security accession deed is subject to the terms of an Intercreditor Agreement dated
today's date**

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This **Deed of Accession** is made on 17 January 2014

Between

- (1) **Galaxy Topco Limited** (registered in England with number 08812566) for itself and for the Chargors (**Parent**);
- (2) **The Companies** listed in Schedule 1 (each an **Acceding Chargor**); and
- (3) **Electra Partners LLP** as security trustee for the Secured Parties (**Security Trustee**).

Whereas

- (A) This Deed is supplemental to a junior debenture dated 17 January 2014 between, inter alia, the Parent, the Original Chargors, the Loan Noteholders and the Security Trustee (**Debenture**).
- (B) Each Acceding Chargor appoints the Parent as its agent on the terms set out in the Debenture.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor Agreement) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay and guarantee and indemnity

- (a) **Covenant to pay:** Each Acceding Chargor covenants with the Security Trustee as security trustee for the Loan Noteholders that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Loan Note Documents.

- (b) **Guarantee and indemnity:** Each Acceding Chargor unconditionally and irrevocably:
- (i) guarantees to each Secured Party punctual performance by each other Chargor of all Secured Obligations due, owing or incurred by that other Chargor;
 - (ii) undertakes with each Secured Party that whenever another Chargor does not pay any Secured Obligations when due, it shall immediately on demand pay that amount as if it were the principal chargor; and
 - (iii) agrees with each Secured Party that if any Secured Obligations are or become unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the relevant Loan Noteholder immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it in respect of the Secured Obligations on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this clause 2.2 if the amount claimed had been recoverable on the basis of a guarantee.
- (c) **Extension of guarantee:** The guarantee set out in this clause 2 is given subject to and with the benefit of the provisions set out in schedule 10 (*the Guarantee*) of the Debenture.

2.3 Charging provisions

All security created by an Acceding Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property;
- (d) in favour of the Security Trustee as security trustee for the Loan Noteholders; and
- (e) subject to clause 3.10 (Ranking) of the Debenture.

2.4 Legal mortgages

Each Acceding Chargor charges by way of legal mortgage (and, following the Senior Discharge Date, by way of first legal mortgage) the Properties (if any) described in schedule 1 (Properties) to this Deed and all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) Each Acceding Chargor assigns on a second ranking basis (and, following the Senior Discharge Date, on a first ranking basis):
 - (i) its Relevant Agreements; and
 - (ii) its Relevant Policies.

- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, each Chargor may, subject to the other terms of the Loan Note Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 Fixed charges

Each Acceding Chargor charges by way of first fixed charge (and, following the Senior Discharge Date, on a first ranking basis):

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 and other than any Excluded Property), and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all rights granted to it under any licence to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights granted to it in respect of any Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to each Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by each Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;

- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security or guarantee granted by any of them by or under the Debenture, which shall continue in full force and effect.

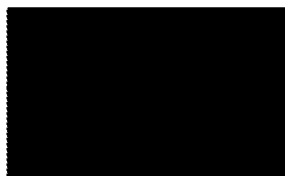
4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which such Acceding Chargor is obliged to take under this Deed or the Debenture. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 22 of the Debenture are as follows:

Address: Galaxy Topco Limited



Fax:



Attention:



6 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.

7 Governing law and jurisdiction

Clause 29 and 30 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Companies

Name	Jurisdiction of incorporation	Registered number
Hotter Group Holdings Limited	England and Wales	06428326
Hotter Holdings Limited	England and Wales	06428810
Beaconsfield Group Holdings Limited	England and Wales	06430124
Hotter Limited	England and Wales	06073997
Beaconsfield Footwear Limited	England and Wales	00641365

Schedule 2

Properties

Registered Land

Chargor	Country and district (or address or description and London borough)	Title number
[None]	[None]	[None]

Unregistered Land

[None]

Schedule 3

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Hotter Group Holdings Limited	Hotter Holdings Limited (06428810)	<p>144,000,000 A Ordinary shares with a nominal value of 0.01p</p> <p>5,000,000 A Redeemable preference shares with a nominal value of 0.01p</p> <p>132,000,000 B Ordinary shares with a nominal value of 0.01p</p> <p>5,000,000 B Redeemable preference shares with a nominal value of 0.01p</p>
Hotter Holdings Limited	Beaconsfield Group Holdings Limited (06430124)	<p>144000000 A Ordinary shares with a nominal value of 0.01p</p> <p>5000000 A Redeemable preference shares with a nominal value of 0.01p</p> <p>132000000 B Ordinary shares with a nominal value of 0.01p</p> <p>5000000 B Redeemable preference shares with a nominal value of 0.01p</p>
Beaconsfield Group Holdings Limited	Hotter Limited (06073997)	10,000 Ordinary shares with a nominal value of 0.01p
Hotter Limited	Beaconsfield Footwear Limited (00641365)	42,000 Ordinary shares with a nominal value of £1 each
Beaconsfield Footwear Limited	Comfort Concept Ltd (dormant) (04640611)	1 Ordinary share of £1

SIGNATURES

Parent

Executed as a deed by
Galaxy Topco Limited
acting by a director in the presence of

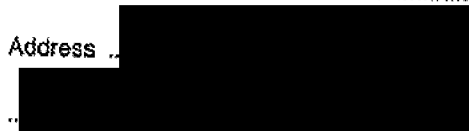
)
)
) Director



Signature of witness

Name SEDINA ADAM

Address



Acceding Chargor

Executed as a deed by
Hotter Group Holdings Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

Acceding Chargor

Executed as a deed by
Hotter Holdings Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

SIGNATURES

Parent

Executed as a deed by)
Galaxy Topco Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

Acceding Chargor

Executed as a deed by)
Hotter Group Holdings Limited)
acting by a director in the presence of) Director

Signature of witness

Name PAUL KELLY

Address

Acceding Chargor

Executed as a deed by)
Hotter Holdings Limited)
acting by a director in the presence of) Director

Signature of witness

Name PAUL KELLY

Address

Acceding Chargor

Executed as a deed by
Beaconsfield Group Holdings Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

PAUL KELLY

Address

Acceding Chargor

Executed as a deed by
Hotter Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

PAUL KELLY

Address

Acceding Chargor

Executed as a deed by
Beaconsfield Footwear Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

PAUL KELLY

Address

Security Trustee

Executed as a deed
by SARAH WILLIAMS
as duly authorised attorney
for and on behalf of **Electra Partners LLP**
in the presence of:

)
)
)
)
)



Witness



Signature

Name

SEDINA ADAM

Address

