



Registration of a Charge

Company name: **KURT GEIGER LIMITED**

Company number: **00968046**



X57DH72X

Received for Electronic Filing: **20/05/2016**

Details of Charge

Date of creation: **18/05/2016**

Charge code: **0096 8046 0010**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description: **THE CHARGOR CHARGES BY WAY OF FIRST LEGAL MORTGAGE REAL PROPERTY AND ALL REAL PROPERTY IN ENGLAND OR WALES NOW BELONGING TO IT, INCLUDING THE LAND AT 24 BRITTON STREET, CLERKENWELL (TITLE NUMBER AGL247514) AND THE OTHER PROPERTIES SPECIFIED IN SCHEDULE 1 (REAL PROPERTY). FOR FURTHER DETAIL PLEASE SEE CLAUSE 2.4(A) (REAL PROPERTY) OF THE DEBENTURE. THE CHARGOR CHARGES BY WAY OF FIRST FIXED CHARGE ALL ITS RIGHTS, TITLE AND INTEREST PRESENT AND FUTURE IN AND TO INTELLECTUAL PROPERTY AND ALL RELATED RIGHTS. FOR FURTHER INFORMATION PLEASE SEE CLAUSE 2.4(D) (INTELLECTUAL PROPERTY).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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: 968046

Charge code: 0096 8046 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2016 and created by KURT GEIGER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2016 .

Given at Companies House, Cardiff on 23rd May 2016

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**

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on ¹⁸ May 2016.

BETWEEN:

- (1) Kurt Geiger Limited, a company incorporated in England and Wales with registered number 00968046 (the "**New Chargor**");
- (2) Mercury Acquisitions Limited (the "**Company**"); and
- (3) ING Bank N.V., London Branch, as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 18 February 2016 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Facilities Agreement*) to 1.7 (*Third party rights*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

The terms of clause 4.1 (*Negative pledge and disposals*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New 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 as a Chargor.

2.2 Covenant to pay

The New Chargor shall pay or discharge to the Security Agent the Secured Obligations in the manner provided for in the Secured Debt Documents, provided that neither such covenant nor the Security created by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

2.3 Creation of Charges

All Charges and assignments under this deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee (other than as permitted under clause 27.11 (*Negative pledge*) of the Senior Facilities Agreement) provided that the covenants implied by Sections 4 (other than Section 4.1(a) and Section 4.2 (only in respect to the reference to Section 4.1(a))) and 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply in respect to such assets; and
- (c) Security for the payment and discharge of all Secured Obligations.

All Charged Assets are excluded from the Charges created pursuant to Clause 2.4 (*Fixed Charges*) to the extent specifically assigned pursuant to Clause 2.5 (*Assignment by way of Security*).

2.4 FIXED CHARGES

The New Chargor charges:

- (a) **Real Property:**
 - (i) by way of first legal mortgage and all Real Property in England or Wales now belonging to it (including any property specified in Schedule 1 (*Real Property*) hereto); and
 - (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to Real Property not mortgaged pursuant to paragraph (i) above;
- (b) **Investments:**
 - (i) by way of first fixed charge all its rights, title and interest in and to all Investments now belonging to it (including any Investments specified in Schedule 2 (*Investments*) hereto); and
 - (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;
- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest present and future in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture or this deed;
- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights;
- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including any Bank Accounts specified in Schedule 3 (*Bank Accounts*) hereto);
- (f) **Insurance Policies:** by way of first fixed charge all its rights, title and interest present and future in and to the Insurance Policies and all Related Rights;
- (g) **Personal Chattels:** by way of first fixed charge all its rights, title and interest present and future in and to the Personal Chattels; and
- (h) **Goodwill and uncalled capital and pension fund:** by way of first fixed charge all its rights, title and interest present and future in and to:
 - (i) all its uncalled capital;

- (ii) all its goodwill; and
- (iii) any pension fund (to the extent such Security does not breach the terms of such fund)

2.5 Assignment by way of Security

- (a) The New Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to clause 22.9 (*Final redemption*) of the Debenture) all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to it, and any claims, awards and judgments in favour of it, under or in connection with the Assigned Contracts.
- (a) Until the occurrence of an Enforcement Event, each New Chargor shall be entitled to exercise all its rights in the Assigned Contracts, subject to the other provisions of this Deed.

2.6 Floating Charge

The New Chargor charges by way of first floating Charge its present and future undertaking and all its assets other than any asset effectively mortgaged, charged or assigned under Clause 2.4 (*Fixed Charges*) or Clause 2.5 (*Assignment by way of Security*).

2.7 Excluded Assets

The charging clauses in Clause 2.4 (*Fixed Charges*) to 2.6 (*Floating Charge*) above are subject to Clauses 3.8 (*Excluded Assets*), 6.1 (*Leases restricting charging*) and 10.1 (*Licence Agreements restricting charging, etc*) of the Debenture.

3. CONSENT OF EXISTING CHARGORS

The Company, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

5. NOTICES

The New Chargor confirms that its address details for notices in relation to clause 23 (*Communications*) of the Debenture are as follows:

Address: 24 Britton Street, London, EC1M 5UA

Fax: 0207 235 0069

Email: dale.christilaw@kurtgeiger.com

Attention: Dale Christilaw

6. COUNTERPARTS

This deed may be executed in any number of counterparts and this has the same effect as if the signature on the counterparts were on a single copy of this deed.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7.2 Subject to Clause 7.4 below, 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) or the consequences of its nullity (a "**Dispute**").
- 7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- 7.4 This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

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

SCHEDULES TO THE DEED OF ACCESSION**SCHEDULE 1****Real Property****Registered Leaseholds**

Registered Leasehold	Leasehold Title Number
24 Britton Street, Clerkenwell (Offices)	AGL247514
33d Kings Road, London SW3	BGL51922; BGL99493
133 Kensington High Street, London W8	BGL69763
30 Hampstead High Street, London NW8	NGL833314
Unit 9/11 Queen Victoria Street, Victoria Quarter, Leeds	WYK555306
9 North Street, Brighton	ESX280543
29 Bridlesmith Gate, Nottingham	NT91676
Unit SU719, Upper Mall, Bullring, Birmingham	WM920366
Unit 14, Ashford	K93483
Unit 132, Cheshire Oaks	CH407802
Unit MS3, Quakers Friars, Broadmead, Bristol – 9 Philadelphia St – BS1 2BZ	BL124632
Units 2020, 3019 and 3020, Upper Floors, White City	BGL69872; BGL69874
Unit U117, Upper Guild Hall, Bluewater	K801167; K768042; K768043; K796400; K799535; K799536; K945060; K787368; K800188
Unit 250, Upper Level The Glades, Bromley	SGL706478
Unit 50, 1st Floor, Grand Arcade, Cambridge	CB344660
Unit 71, High Street, Meadowhall. Sheffield	SYK567176
Unit SU2A, St Lawrence Street, Bath	ST305818
1 James Street, Covent Garden, London	NGL944402
Unit 37, Green Mall, Metro Centre	TY169026; TY303171; TY313564; TY516397; TY313595
Unit SU05, Touchwood	WM757813
Unit SU 52 – One New Change, City of London	AGL225658

27/31 Church Street, Liverpool	MS394614; MS573116
1/3 Hotspur Way, Newcastle	TY43935; TY87135; TY500783
Unit L21, Trafford Centre	MAN168502
156 Portobello Road	BGL77147
Unit 36, Whiteleys	NGL919423
Unit 37, Whiteleys	NGL919424
Unit 17, Swindon	WT294858
Unit 23, York	NYK387876
Unit B3, Brent Cross	AGL235442
Unit SU 1006/ SU 1006A, Westfield Stratford	TGL358700
Unit 36/37, Westfield Guildford, The Friary	SY799407
L31.32A New Cannon Street, Arndale Centre	MAN180642
Unit 57, Bridgend	CYM593932
Unit 64, East Midlands	DY475679
Unit 72, London Design Centre, Wembley	AGL333077
Unit K5, Freeport Braintree Outlet Village	EX921886
Unit 225, Thurrock	EX921225
Unit 48, Watford	HD258180; HD269092
141 Grainger Street, Newcastle (sub-lease)	TY431642; TY187891
28/32 St Christophers Place	NGL921685

Unregistered Leaseholds

Unregistered Leasehold	Freehold Title Number
Unit 25 Silbury Arcade, The Centre MK	BM138702
Unit 45, The Maltings, St Albans	HD101472
Unit 45, Gunwharf Quays	PM10300

SCHEDULE 2**Investments**

SHAREHOLDER	COMPANY NAME	TYPE OF SHARE	NUMBER OF SHARES
Kurt Geiger Limited	Kurt Geiger Shoes Limited	£1.00 Ordinary	5,610
Kurt Geiger Limited	Carvela Limited	£1.00 Ordinary	301,000
Kurt Geiger Limited	Shoeaholics Limited	£1.00 Ordinary	2

SCHEDULE 3**Bank Accounts**

COMPANY	COUNTRY	CURRENCY	BANK	SORT CODE	ACCOUNT CODE
Kurt Geiger Ltd - Receipt	UK	GBP	Lloyds	■■■■■	■■■■■—
Kurt Geiger Ltd - Payment	UK	GBP	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - Call	UK	GBP	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - VAT	UK	GBP	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - Receipt	UK	EUR	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - Payment	UK	EUR	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - Receipt	UK	USD	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd - Payment	UK	USD	Lloyds	■■■■■	■■■■■
Kurt Geiger Ltd	UK	AUD	Lloyds	■■■■■	■■■■■

SIGNATORIES

EXECUTED AS A DEED by
KURT GEIGER LIMITED
acting by a director or
two authorised signatories

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)
)
)



Name(s) DALE CHRISTLAW

Witness's signature M RODRIGUES
(if signed by one director only)

Name MARIA RODRIGUES

Address 24 BRITTON ST
LONDON EC1M 5UA

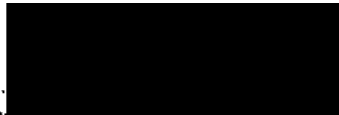
EXECUTED AS A DEED by
MERCURY ACQUISITIONS LIMITED
acting by a director or
two authorised signatories

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Name(s) NEIL CLIFFORD

Witness's signature...
(if signed by one director only)



Name M. RODRIGUES

Address 24 BRITTON STREET LONDON

EXECUTED AS A DEED by
ING BANK N.V., LONDON BRANCH
acting by its attorney

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in the presence of:

Witness's signature



Name. CARLY COLEMAN

Address.....

**ING BANK N.V.
LONDON BRANCH
60 LONDON WALL
LONDON EC2M 5TQ**