



Registration of a Charge

Company Name: **KURT GEIGER LIMITED**

Company Number: **00968046**



Received for filing in Electronic Format on the: **28/09/2023**

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Details of Charge

Date of creation: **27/09/2023**

Charge code: **0096 8046 0022**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description:

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 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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 968046

Charge code: 0096 8046 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2023 and created by KURT GEIGER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2023 .

Given at Companies House, Cardiff on 3rd October 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**

Norton Rose Fulbright LLP

Execution Version

Date: 27 September 2023

FIRST AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

This First Amendment to Pledge and Security Agreement, dated as of September 27, 2023 (this “Amendment”), is delivered in connection with that certain U.S. Pledge and Security Agreement, dated as of June 2, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Kurt Geiger Limited, a private limited company incorporated in England with company number 00968046 (the “Company”) and Kurt Geiger USA, Inc. (together with the Company, the “Grantors”) and Wells Fargo Capital Finance (UK) Limited, as security trustee for the Secured Parties (in such capacity, the “Security Agent”). All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. Each of the undersigned Grantors hereby certifies that the representations and warranties in Article 3 of the Security Agreement are and continue to be true and correct in all material respects (except to the extent such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date and any representation or warranty which is qualified by reference to “materiality” or “Material Adverse Effect” is true and correct in all respects). Notwithstanding anything to the contrary contained in the Security Agreement, each of the undersigned Grantors further agrees that:

- (i) this Amendment may be attached to the Security Agreement, and
- (ii) the Company hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under its Inventory and products, Proceeds, substitutions, and Accessions of or to any of its Inventory and the first sentence of Section 2.01 of the Security Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges, assigns and grants to the Security Agent, its successors and permitted assigns, for its own benefit and the benefit of the other Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral (the “Security Interest”); provided, that the foregoing pledge, assignment and grant of Security Interest by the Company under this Agreement shall be limited to all of its right, title and interest in, to and under its Pledged Securities and Inventory and all products, Proceeds, substitutions, and Accessions of or to any of its Pledged Securities and Inventory.

This Amendment may be executed in one or more counterparts and by the parties hereto in separate counterparts each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. However, this Amendment shall bind no party until each of the parties hereto shall have executed a counterpart. Delivery of photocopies of the signature pages to this Amendment by facsimile or electronic mail shall be effective as delivery of manually executed counterparts of this Amendment.


[signature pages follow]

GRANTORS:


KURT GEIGER LIMITED,

a private limited company incorporated in England
with company number 00968046,
acting by two directors or by a director and its
company secretary:

Director:

By: 
Name: _____
Title: Neil Clifford
CEO

Director/Company Secretary:


By: _____
Name: Dale Christilaw
Title: CFO

KURT GEIGER USA, INC.,

a Delaware corporation


By: _____
Name: Dale Christilaw
Title: Chief Financial Officer

SECURITY AGENT:

**WELLS FARGO CAPITAL FINANCE (UK)
LIMITED**

By: _____

Name: _____

Title: _____

 JAMIE FULLING
LOAN CLOSER