



**Registration of a Charge**

Company Name: **KURT GEIGER LIMITED**

Company Number: **00968046**



Received for filing in Electronic Format on the: **16/10/2023**

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**Details of Charge**

Date of creation: **16/10/2023**

Charge code: **0096 8046 0023**

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

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**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 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2023 and created by KURT GEIGER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2023 .

Given at Companies House, Cardiff on 19th 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**

**Dated 16 October 2023**

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**Kurt Geiger Limited**

**and**

**Kurt Geiger Ireland Limited  
(as Chargors)**

**and**

**Wells Fargo Capital Finance (UK) Limited  
(as Security Agent)**

**Book Debts and  
Account Charge**

*I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.*

*Norton Rose Fulbright LLP*

 **NORTON ROSE FULBRIGHT**

**Date: 16 October 2023**

## Contents

Clause	Page
1 Definitions and Construction .....	1
2 Payment of Secured Obligations.....	5
3 Confirmation of Existing Security .....	5
4 Charges .....	5
5 Restrictions.....	6
6 Perfection .....	7
7 Undertakings .....	8
8 Account Designation .....	8
9 Enforcement .....	8
10 Appointment and Powers of Receiver .....	9
11 Preservation of Security .....	10
12 Duration of the Security .....	11
13 Covenant to release .....	12
14 Expenses, liability and indemnity .....	12
15 Power of Attorney .....	13
16 Remedies .....	13
17 Notices .....	14
18 Miscellaneous.....	14
19 Governing Law and Jurisdiction .....	14
Schedule 1 Collection Accounts.....	16
Schedule 2 Operating Accounts.....	17
Part 1 – Designation by English Company .....	17
Part 2 – Designation by Irish Company .....	17
Schedule 3 Forms of Notice to Banks and Acknowledgement .....	18
Part 1 – Collection Account Notice.....	18
Part 2 – Collection Account Acknowledgement.....	19

# Book Debts and Accounts Charge

**Dated 16 October 2023**

## **Between**

- (1) **Kurt Geiger Limited**, registered in England with number 00968046 (the **English Company**);
- (2) **Kurt Geiger Ireland Limited**, a private company limited by shares incorporated in Ireland with registered number 446264, whose registered office is at 13-18 City Quay, Dublin 2, Dublin, Ireland (the **Irish Company**, which together with the English Company, each a **Chargor** and together the **Chargors**); and
- (3) **Wells Fargo Capital Finance (UK) Limited**, registered in England with number 2656007, as agent and trustee for the Secured Parties (the **Security Agent**).

**It is agreed:**

## **1 Definitions and Construction**

### **1.1 Definitions**

Words and expressions defined in the Facility Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

**Act** means the Law of Property Act 1925.

**Book Debts** means (other than in respect of any Store Cash, Non-Vesting Debts or Purchased Receivables):

- (a) each Receivable and all book and other debts (including any sums owed by banks or similar institutions, but excluding any Dividends) both actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights relating to the debts referred to in (a) above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Charged Accounts** means the Collection Accounts and the Operating Accounts.

**Collection Accounts** means the bank accounts of the Chargors specified in Schedule 1 (*Collection Accounts*) and such other bank accounts of the Chargors as the relevant Chargor and the Security Agent may designate or approve.

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

**Dividends** has the meaning given to it in the English Debenture (in the case of the English Company) and the Irish Debenture (in the case of the Irish Company).

**English Debenture** means the English law governed debenture dated 2 June 2023 between, amongst others, the English Company as company and chargor, Jasper Footwear Limited and KG Group Holdings Limited as chargors and Wells Fargo Capital Finance (UK) Limited as security agent.

**Existing Security** means the Security created by or pursuant to the English Debenture or Irish Debenture (as applicable).

**Facility Agreement** means the facility agreement dated 2 June 2023 between, amongst others, Jasper Footwear Limited as Parent, the English Company and other entities listed therein as Borrowers and/or Guarantors and Wells Fargo Capital Finance (UK) Limited as Arranger, Agent and Security Agent, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

**Financial Collateral** has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003.

**Ireland** means Ireland (exclusive of Northern Ireland).

**Irish Companies Act** means the Companies Act of Ireland 2014, as amended.

**Irish Debenture** means the Irish law governed debenture dated 2 June 2023 between, amongst others, the Irish Company as company and chargor, the English Company as UK company and Wells Fargo Capital Finance (UK) Limited as security agent.

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership, examinership, rescue process or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

**Insolvency Legislation** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

**Non-Vesting Debts** means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

**Officer**, in relation to a person, means any officer, employee or agent of that person.

**Operating Accounts** has the meaning specified in the English Debenture (in the case of the English Company) and in the Irish Debenture (in the case of the Irish Company).

**Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed.

**Right** means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

**Secured Obligations** means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under or pursuant to the Finance Documents or any Bank Product Agreement.

**Security Assets** means all assets of each Chargor that are the subject of any Security created by this Deed.

**Security Period** means the period during which the liabilities of the Chargors (or any of them) remain in force in accordance with the provisions of clause 12 (*Duration of the Security*).

## **1.2 Construction**

- (a) The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Facility Agreement.
- (b) Unless a contrary intention appears, any reference in this Deed to:
  - (i) this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
  - (ii) a **Chargor**, the **Security Agent** or any other **Secured Party** includes any one or

more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted);

- (iii) the **Security Agent** or any other **Secured Party** (except for the references in clause 15 (*Power of Attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
  - (iv) **dissolution** of the Irish Company includes being struck off the Register of Companies in Ireland;
  - (v) **enforcing** the Security includes the appointment of an administrator, examiner, receiver or process agent (or an analogous officer in any jurisdiction) of the Irish Company by the Security Agent; and
  - (vi) an **examiner** means an examiner (including any interim examiner) appointed under section 509 of the Irish Companies Act and **examinership** shall be construed accordingly.
- (c) The liabilities of the Chargors under this Deed are joint and several.
  - (d) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
  - (e) It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.
  - (f) This Deed may be executed in any number of counterparts. In addition, if this Deed is to be executed by any party by the signature of more than one person, they may so do on separate counterparts.
  - (g) Each category of asset, each asset and each sub-category of asset charged under clause 4 (*Charges*) will be construed separately, as though charged independently and separately of each other.

### 1.3 Third Party Rights

The Rights conferred on each of the Secured Parties, each Receiver and each Officer of the Secured Agent or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Deed. The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Finance Documents).



#### **1.4 Contractual recognition of bail-in**

The provisions of clause 1.7 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Finance Documents referred to this Deed.

#### **1.5 Facility Agreement**

The Chargors and the Security Agent agree that this Deed is the subject of the Facility Agreement and that, in the event of any inconsistency between any provision of this Deed and any provision of the Facility Agreement, the terms of the Facility Agreement will prevail.

#### **1.6 Intercreditor Agreement**

The Chargors and the Security Agent agree that this Deed is the subject of the Intercreditor Agreement and that, in the event of any inconsistency between any provision of this Deed (and/or any provision of the Facility Agreement) and any provision of the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail.

### **2 Payment of Secured Obligations**

Each Chargor covenants with the Security Agent (as agent and trustee for the Secured Parties) that it will on demand pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents and any applicable Bank Product Agreements.

### **3 Confirmation of Existing Security**

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the date of this Deed, the Existing Security shall (a) remain in full force and effect notwithstanding each Chargor's entry into this Deed; and (b) continue to secure the Secured Obligations (as defined in the Existing Security).

### **4 Charges**

#### **4.1 Nature of charges**

The charges contained in this clause 4 secure the payment and discharge of the Secured Obligations and are given to the Security Agent as agent and trustee for the Secured Parties with full title guarantee.

#### **4.2 Supplemental security**

All the Security created by or pursuant to clause 4.3 (*Fixed charge*) is:

- (a) created in addition and without prejudice to the security confirmation contained in clause 3 (*Confirmation of Existing Security*); and
- (b) created without prejudice but subject only to the Existing Security.

#### **4.3 Fixed charge**

Each Chargor charges by way of fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in its:

- (a) Collection Accounts and all monies standing to the credit of any of the Collection Accounts and the debts represented by them;
- (b) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account; and
- (c) Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor,

and any Rights accruing to, derived from or otherwise connected with them.

#### **4.4 Trust**

If or to the extent that charging:

- (a) of any Security Asset is ineffective because it is subject to a third party consent or because of a prohibition on that charging; or
- (b) of any Security Asset would lead to the termination of, or give any counterparty the right to terminate, any contracts or rights of the Chargor, in each case, in respect of those assets,

the relevant Chargor instead holds it on trust for the Security Agent.

### **5 Restrictions**

- (a) Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.
- (b) No Security will exist over, or in relation to, any Security Asset other than a Permitted Security or a Permitted Transaction.
- (c) There will be no Disposal of any Security Asset other than a Permitted Disposal or a Permitted Transaction.

## **6 Perfection**

### **6.1 General action**

- (a) Each Chargor will promptly, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Agent (acting reasonably) may require from time to time in order to:
  - (i) ensure that the Security Agent has effective first-ranking Security of the type described in clause 4 (*Charges*), subject only to such Permitted Security as the Security Agent has agreed should rank in priority; and
  - (ii) facilitate the enforcement of the Security created by this Deed, the realisation of the Security Assets or the exercise of any Rights held by the Security Agent or any Receiver or administrator under or in connection with this Deed.
- (b) The scope of this clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Transaction Security Documents.

### **6.2 Collection Accounts**

Each Chargor that is a Borrower will on the date of this Deed or, in respect of any account of that Chargor opened and designated as a Collection Account after the date of this Deed, promptly following the opening of such account, either:

- (a) serve notice on the bank at which each Collection Account is opened substantially in the form set out in Part 1 of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement substantially in the form set out in Part 2 of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Agent in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Security Agent and the relevant account bank in their absolute discretion.

### **6.3 Subsequent Security**

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the relevant Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

## **7 Undertakings**

### **7.1 Bank Accounts**

Until the Security constituted by this Deed is discharged, no Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any Collection Account and no Chargor will take any action, claim or proceedings against the Security Agent or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Collection Account:

### **7.2 Book Debts**

Each Chargor will collect and realise its Book Debts and other monies and receipts and, save to the extent that the Security Agent otherwise agrees in writing:

- (a) pay the proceeds of any Book Debts into a Collection Account;
- (b) pay the proceeds of any Non-Vesting Debts into a Collection Account; and
- (c) pending such payment into a Collection Account, hold the proceeds on trust for the Security Agent.

## **8 Account Designation**

The Security Agent confirms that:

- (a) each account specified in Part 1 of Schedule 2 (*Operating Accounts*) shall be designated by the English Company as an "Operating Account" for the purpose of the English Debenture; and
- (b) each account specified in Part 2 of Schedule 2 (*Operating Accounts*) shall be designated by the Irish Company as an "Operating Account" for the purpose of the Irish Debenture.

## **9 Enforcement**

### **9.1 Time for enforcement**

The Security created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default which is continuing.

### **9.2 Powers on enforcement**

At any time after the Security created by a Chargor under this Deed has become enforceable, the Security Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) exercise all the Rights given to mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (c) subject to clause 10.1 (*Appointment*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (d) taking any other action it may decide in any jurisdiction other than England.

### **9.3 Disposal of the Security Assets**

In exercising the powers referred to in clause 9.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

### **9.4 Application of proceeds**

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security Documents) will be applied in accordance with and subject to the terms of the Intercreditor Agreement.

## **10 Appointment and Powers of Receiver**

### **10.1 Appointment**

A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.

### **10.2 Powers**

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by the Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an Insolvency Event in relation to a Chargor.

### **10.3 Status and remuneration**

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Security Agent may from time to time determine the remuneration of any Receiver.

### **10.4 Third parties**

A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

## **11 Preservation of Security**

### **11.1 Waiver of defences**

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 11.1, would reduce, release or prejudice that Security or any of those obligations under this Deed (whether or not known to it or the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

- (g) any insolvency or similar proceedings.

## **11.2 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## **11.3 Appropriations**

On and after the occurrence of an Event of Default which is continuing until the expiry of the Security Period, the Security Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Agent in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

## **11.4 Deferral of Chargors' rights**

Until the expiry of the Security Period, and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Chargor or any other Obligor;
- (b) to claim any contribution from any other guarantor of any Chargor's or any Obligor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Agent's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Agent.

## **12 Duration of the Security**

- (a) The liabilities of each Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

- (b) If any payment by a Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
  - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (ii) the Security Agent will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to the Transaction Security Documents.

### **13 Covenant to release**

Upon the expiry of the Security Period or as otherwise permitted under the terms of the Facility Agreement (but not otherwise), the Security Agent shall (or procure that its nominees shall), at the request and cost of each Chargor, execute and do all such deeds, acts and things as may be necessary to release the Security Assets from the security constituted hereby.

### **14 Expenses, liability and indemnity**

- (a) Each Chargor will, within three (3) Business Days of demand, pay all documented and invoiced legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by a Secured Party or by any Receiver in connection with the Transaction Security Documents. This includes any documented and invoiced costs and expenses relating to the enforcement or preservation of the Security Assets or any of their respective Rights under the Transaction Security Documents and any amendment, waiver, consent or release required in connection with the Transaction Security Documents.
- (b) Neither the Secured Parties nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or the Transaction Security Documents, except to the extent caused by its own gross negligence or wilful misconduct.
- (c) Each Chargor will, on demand, indemnify each of the Secured Parties, a Receiver and their respective Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
  - (i) anything done or omitted in the exercise of the powers conferred on it by the Transaction Security Documents, unless it was caused by its gross negligence or wilful misconduct;



- (ii) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Security created by the Transaction Security Documents had not been granted and which was not caused by its gross negligence or wilful misconduct; or
  - (iii) any breach by the Chargor of the Finance Documents.
- (d) The Secured Parties, any Receiver and their respective Officers will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 14 (*Expenses, Indemnity and Liability*).

## **15 Power of Attorney**

- (a) Each Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney to do anything:
- (i) which the Chargor is obliged to do under the Finance Documents; or
  - (ii) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law,
- provided that the power of attorney granted pursuant to this clause 15(a) shall not be exercisable until the occurrence of an Event of Default which is continuing.
- (b) Each Chargor agrees, on the request of the Security Agent or any Receiver, to ratify and confirm all such action taken in accordance with this clause 15 (*Power of Attorney*).

## **16 Remedies**

- (a) The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## **17 Notices**

Any communications to be made under or in connection with this Deed will be made in accordance with clause 35 (*Notices*) of the Facility Agreement.

## **18 Miscellaneous**

### **18.1 Operating Accounts**

At any time before the Security created by this Deed has become enforceable, in the absence of any directions from the Security Agent to the contrary, any amount permitted by the terms of the Finance Documents to be paid into an Operating Account will on payment into such account stand released from the fixed charge created by clause 3.3 (*Fixed charge*) of the English Debenture (in the case of the English Company) and clause 3.3 (*Fixed charge*) of the Irish Debenture (in the case of the Irish Company) respectively and will stand subject to the floating charge created by clause 3.4(a) (*Floating charge*) of the English Debenture (in the case of the English Company) and clause 3.5 (*Floating charge*) of the Irish Debenture (in the case of the Irish Company) respectively, provided that such release will in no respect prejudice the continuance of any fixed charge created by clause 4.3 (*Fixed charge*) of this Deed in respect of any other amount.

### **18.2 Financial assistance**

This Deed does not render any liability a Secured Obligation to the extent that doing so would result in this Deed constituting unlawful financial assistance within the meaning of section 82 of the Irish Companies Act or any equivalent and applicable provisions under the laws of any other relevant jurisdiction.

## **19 Governing Law and Jurisdiction**

### **19.1 Governing Law**

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

### **19.2 Jurisdiction**

- (a) 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) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 19.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no

Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

# Schedule 1

## Collection Accounts

No.	Chargor	Bank	Sort Code / SWIFT / BIC	Currency	Account No.
1.	Kurt Geiger Limited	Wells Fargo Bank, National Association – London Branch	[REDACTED] [REDACTED] [REDACTED]	GBP	[REDACTED]
2.	Kurt Geiger Limited	Wells Fargo Bank, National Association – London Branch	[REDACTED] [REDACTED] [REDACTED]	EUR	[REDACTED]
3.	Kurt Geiger Limited	Wells Fargo Bank, National Association – London Branch	[REDACTED] [REDACTED] [REDACTED]	USD	[REDACTED]
4.	Kurt Geiger Ireland Limited	Wells Fargo Bank, National Association – London Branch	[REDACTED] [REDACTED] [REDACTED]	EUR	[REDACTED]

## Schedule 2

### Operating Accounts

#### Part 1– Designation by English Company

No.	Chargor	Bank	Sort Code	Currency	Account No.
1.	Kurt Geiger Limited	Wells Fargo Bank, National Association – London Branch	<div style="background-color: black; width: 100px; height: 15px;"></div> <div style="background-color: black; width: 150px; height: 15px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>	GBP	<div style="background-color: black; width: 50px; height: 15px;"></div>

#### Part 2– Designation by Irish Company

No.	Chargor	Bank	Sort Code / SWIFT / IBAN	Currency	Account No.
1.	Kurt Geiger Ireland Limited	Bank of Ireland	<div style="background-color: black; width: 100px; height: 15px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div> <div style="background-color: black; width: 150px; height: 15px;"></div> <div style="background-color: black; width: 60px; height: 15px;"></div>	EUR	<div style="background-color: black; width: 50px; height: 15px;"></div>

**Schedule 3**  
**Forms of Notice to Banks and Acknowledgement**

**Part 1 – Collection Account Notice**

**[On Headed Notepaper of relevant Chargor]**

[Date]

[Bank]

[Branch]

Attention:        [        ]

Dear Sirs,

- 1        We hereby give you notice that by a book debts and account charge dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Agent**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Collection Account(s)**).

- 2        Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Agent at Wells Fargo Capital Finance (UK) Limited, 8th Floor, 33 King William, London EC4R 9AT, Attention: Portfolio Manager – Kurt Geiger.

Yours faithfully

.....

for and on behalf of

[the relevant Chargor]

## Part 2 – Collection Account Acknowledgement

### [On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Agent**)

8th Floor

33

King

William

London EC4R 9AT

Attention: Portfolio Manager – Kurt Geiger

Dear Sirs,

#### ***[Name of Chargor] (Company)***

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Security Agent over the Collection Account(s) (the **Notice**).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Security Agent by way of a first fixed charge all of its rights, title, interest and benefit in and to the Collection Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Collection Account we will:
  - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Collection Account save for fees and charges payable to us for the operation of the Collection Account;
  - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Collection Account;
  - (c) promptly send to you copies with respect to all the Collection Account of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
  - (d) not permit or effect any withdrawal or transfer from the Collection Account by or on behalf

of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;

- (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Collection Account provided that such instructions are given in accordance with the terms of this letter;
- (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Collection Account provided that:
  - (i) all instructions are received in writing to us at email [●], attention: [●];
  - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission;
  - (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
  - (iv) to the extent that an instruction is given which would in our opinion cause the Collection Account to become overdrawn, transfer the outstanding balance in the account;
- (g) [(subject to paragraph 4(i) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Collection Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●]];]
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
  - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
  - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law,

and in each case we will give notice thereof to the Company and the Security Agent as well as reasons why we cannot comply with such instructions; and

- (i) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and



in any event, we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Collection Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you will be effectively delivered if sent by email to you at [WFCFUK.Portfolio.Manager@wellsfargo.com](mailto:WFCFUK.Portfolio.Manager@wellsfargo.com) or by post at the address at the top of this letter, in both cases marked for the attention of the Portfolio Manager – Kurt Geiger.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....

for and on behalf of

[Bank]

We hereby acknowledge and accept the terms of this letter

.....

for                                      and                                      on                                      behalf                                      of  
Wells Fargo Capital Finance (UK) Limited

## Signatories

### The Chargors

Executed as a deed by

**KURT GEIGER LIMITED**

By:



Name: Neil Clifford

Title: CEO

By:



Name: Dale Christilaw

Title: CFO

Executed as a deed

for and on behalf of

**KURT GEIGER IRELAND LIMITED** by its lawfully  
appointed attorney



Dale Christilaw

*(Name of Attorney)*

*(Signature of Attorney)*

**Attorney for and on behalf of**

**KURT GEIGER IRELAND LIMITED**

In the presence of:-



*(Witness' signature)*

Alison Lund

*(Witness' name)*

24 Britton Street, London EC1M 5UA



*(Witness' address)*


Accountant

*(Witness' occupation)*

**The Security Agent**

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

By:  Digitally signed  
by Anthony  
Phillips  
Name:  Date: 2023.10.10  
14:55:38 +01'00'  
Title:

By:   
Name: Neil Kenridge