



**Registration of a Charge**

Company name: **RADLEY + CO. LIMITED**

Company number: **02573819**

Received for Electronic Filing: **02/03/2018**



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**Details of Charge**

Date of creation: **02/03/2018**

Charge code: **0257 3819 0017**

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

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**MERYEM HASSAN**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2573819

Charge code: 0257 3819 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2018 and created by RADLEY + CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2018 .

Given at Companies House, Cardiff on 6th March 2018

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

Confidential

Dated 2 March 2018  
-2017

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**Radley + Co. Limited and  
Radley Retail Limited  
(as Chargors)**

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

## **Supplemental Fixed Charge**

**ReedSmith**

Reed Smith LLP  
The Broadgate Tower  
20 Primrose Street  
London EC2A 2RS  
Phone: +44 (0) 20 3116 3000  
Fax: +44 (0) 20 3116 3999  
DX1066 City / DX18 London

reedsmith.com

THIS SUPPLEMENTAL FIXED CHARGE is dated

2 March 2018

2017

**BETWEEN:**

- (1) **RADLEY + CO. LIMITED** a private limited company registered in England and Wales with registration number 02573819 and **RADLEY RETAIL LIMITED** a private limited company registered in England and Wales with registration number 2572572 (each a **Chargor** and together the **Chargors**); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** (registered in England and Wales with company number 2656007) (the **Security Trustee**).

**BACKGROUND:**

- (A) The parties to this Supplemental Fixed Charge (the **Parties**) are party to a debenture dated 18 July 2017 (the **Debenture**) in connection with a facility agreement dated 18 July 2017 between the Parties and certain affiliates of the **Chargors**.
- (B) The Security Trustee has requested that the **Chargors** enter into a supplemental fixed charge. The **Chargors** have agreed to enter into such a supplemental fixed charge by way of further assurance to the Security Trustee.
- (C) The Parties intend that this Supplemental Fixed Charge take effect as a deed notwithstanding that it may be executed under hand.

**IT IS AGREED:**

**1. Definitions and Interpretation**

- 1.1 Terms defined in the Debenture have the same meaning when used in this Supplemental Fixed Charge unless the context requires otherwise.
- 1.2 In this Supplemental Fixed Charge:

**Blocked Accounts** means each of the following:

Account Holder	Currency	Account Number	Sort Code	Account Bank
Radley + Co. Limited	GBP			Barclays Bank PLC
Radley + Co. Limited	GBP			Barclays Bank PLC
Radley + Co. Limited	USD			Barclays Bank PLC
Radley + Co. Limited	EUR			Barclays Bank PLC
Radley Retail Limited	GBP			Barclays Bank PLC
Radley + Co. Limited	GBP			Lloyds Bank Plc

Radley + Co. Limited	USD			Lloyds Bank Plc
Radley + Co. Limited	EUR			Lloyds Bank Plc
<del>Radley + Co. Limited</del>	<del>EUR</del>	<del></del>	<del></del>	<del>Lloyds Bank Plc</del>
Radley Retail Limited	GBP			Lloyds Bank Plc

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**Book Debts means:**

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions) both present and future, 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 whatsoever relating to the debts referred to 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).

1.3 The provisions of Clause 1.2 of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required.

1.4 Each of the charges in Clause 2 (*Fixed and Floating Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply both to present and future assets.

## 2. Fixed and Floating Security

Each Chargor, as security for the payment and performance of the Secured Liabilities charges in favour of the Security Trustee:

- (a) by way of a fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
- (b) by way of a fixed charge its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.1(a), the Blocked Accounts and any amounts standing to the credit thereof); and
- (c) by way of floating charge the Blocked Accounts and Book Debts not otherwise effectively charged by way of fixed charge by Clauses 2.1(a) and (b) above.

### **3. Undertakings**

#### **3.1 Negative Pledge**

No Chargor shall:

- (a) create or permit to subsist any Security Interest over any its Blocked Accounts or Book Debts, other than as permitted by clause 22.9 (*Negative Pledge*) of the Facility Agreement; or
- (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than as permitted by clause 22.10 (*Disposals*) of the Facility Agreement.

#### **3.2 Blocked Account Notice and Acknowledgement**

On the execution of this Deed, each Chargor shall serve notice on the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part 1 of Schedule 1 (*Forms of Notice to Banks and Acknowledgement*), and shall procure that the relevant bank returns the acknowledgement in respect of each Blocked Account in the form set out in Part 2 of Schedule 1 (*Forms of Notice to Banks and Acknowledgement*) or such other form as the Security Trustee may approve in its absolute discretion.

### **4. Debenture Provisions**

To the extent not set out in this Supplemental Fixed Charge, the provisions of the Debenture shall apply to this Supplemental Fixed Charge and the Debenture and this Supplemental Fixed Charge shall be read and construed as one to the extent that references in the Debenture to "this Deed" shall be deemed to include this Supplemental Fixed Charge.

### **5. 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.

### **6. Governing Law**

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

### **7. 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 7 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

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





**Part 2 - Blocked Account Acknowledgement**  
[On the Headed Notepaper of Bank]

[Date]

To: Wells Fargo Capital Finance (UK) Limited  
(the **Security Trustee**)  
4th Floor  
90 Long Acre  
London WC2E 9RA

Attention: Portfolio Manager – Radley

Dear Sirs,

**[Radley + Co. Limited/Radley Retail Limited] (the Chargor)**

We [Lloyds Bank PLC/Barclays Bank PLC] (the **Bank**) refer to the notice dated 2017 from the Chargor with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Accounts (the **Notice**).

Terms not defined in this letter shall have the meanings given to them in the Notice.

The Bank hereby acknowledges that the Chargor has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.

The Bank hereby irrevocably undertake to the Security Trustee that until receipt by us of notice from the Security Trustee confirming that the Security Trustee no longer has any interest in the Blocked Account we shall:

- (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 Blocked Accounts save for fees and charges payable to us for the operation of the Blocked Accounts;
- (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Accounts;
- (c) promptly send to the Security Trustee copies with respect to all the Blocked Accounts of all statements and, if requested by the Security Trustee, 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 Blocked Accounts by or on behalf of the Chargor save for withdrawals and transfers requested by the Security Trustee pursuant to the terms of this letter;
- (e) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the conduct of the Blocked Accounts provided that such instructions are given in accordance with the terms of this letter;
- (f) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the movement of funds from the Blocked Accounts provided that:
  - (i) all instructions are received in accordance with the relevant electronic banking system; and
  - (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;

- (iii) all instructions are given in compliance with the mandate entered into by the Security Trustee stipulating who may give instructions to us; and
  - (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Accounts to become overdrawn we will transfer the cleared balance in the account;
- (g) the Bank shall not be obliged to comply with any instructions received from the Security Trustee 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 shall, if legally possible, give notice thereof to the Chargor and the Security Trustee as well as reasons why we cannot comply with such instructions;

- (h) in the event that the Bank is unable to comply with any instructions due to circumstances set out in paragraph (g) we shall not be responsible for any loss caused to the Security Trustee or to the Chargor and in any event the Bank shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused);
- (i) the Security Trustee acknowledges 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 the Security Trustee by the Chargor other than as set out in the Notice and this letter. The Security Trustee further acknowledges that subject to the terms of this letter we shall not be liable to the Security Trustee in any respect if the Chargor operates the Blocked Accounts in breach of any agreement entered into by the Chargor with the Security Trustee; and
- (j) the Security Trustee irrevocably authorises the Bank to follow any instructions received from the Security Trustee in relation to the Blocked Accounts from any person that we reasonably believe to be an authorised officer of the Security Trustee without further inquiry as to the Security Trustee's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to the Security Trustee shall be effectively delivered if sent by facsimile to the Security Trustee at number 0845 641 8889 or by post at the address at the top of this letter, in both cases marked for the attention of Portfolio Manager – Radley.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law and all parties hereby submit to the jurisdiction of the English courts.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....  
for and on behalf of  
**[BARCLAYS BANK PLC/LLOYDS BANK PLC]**

.....  
for and on behalf of  
**WELLS FARGO CAPITAL FINANCE (UK)  
LIMITED**  
acting in its capacity as Security Trustee

**SIGNATORIES**

**The Chargors**

Executed as a deed by  
**RADLEY + CO. LIMITED**

)  
)



Director

In the presence of:



Signature of witness

Name

HOLLIE BOE

Address

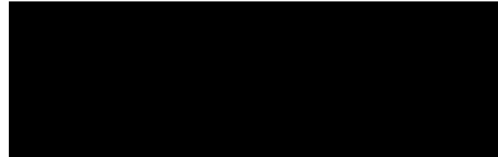
93B ST AUGUSTINES RD, NW1 9RR

Occupation

EXECUTIVE ASSISTANT

Executed as a deed by  
**RADLEY RETAIL LIMITED**

)  
)



Director

In the presence of:



Signature of witness

Name

HOLLIE BOE

Address

93B ST AUGUSTINES RD, NW1 9RR

Occupation

EXECUTIVE ASSISTANT

**The Security Trustee**

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

By:

