

228363/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the W  
Please go to www.c

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is for**  
You may not use this  
register a charge wh  
instrument Use forr

THURSDAY



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05/03/2015

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COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 2 7 1 7 8 3 8

Company name in full MATCHESFASHION LIMITED

7 For official use

#### → Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 6 0 2 2 0 1 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name WELLS FARGO CAPITAL FINANCE (UK) LIMITED  
(as Security Trustee)

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

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## Particulars of a charge

<b>4</b>	<b>Brief description</b>	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
Brief description	None		
<b>5</b>	<b>Other charge or fixed security</b>	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	Please sign the form here  Signature X <i>Reed Smith LLP</i> X  This form must be signed by a person with an interest in the charge	

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## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Meryem Hassan/766740 00055**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

**20 Pnrmrose Street**

Post town

County/Region **London**

Postcode **E C 2 A 2 R S**

Country **England**

DX **DX 1066 City**

Telephone **+44 (0)203 116 3882**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 2717838

Charge code: 0271 7838 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2015 and created by MATCHESFASHION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2015.

Given at Companies House, Cardiff on 13th March 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Certified as a true copy of the  
original instrument other than material  
redacted pursuant to s.859G of the  
Companies Act 2006

Reed Smith LLP  
Reed Smith LLP  
Date 04/03/2015

Execution version

~~Draft: 11 February 2015~~

Dated 26TH FEBRUARY 2015

Matchesfashion Limited

and

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  
DX18 London

reedsmith.com

THIS SUPPLEMENTAL FIXED CHARGE is dated ~~11-2016~~ 26<sup>th</sup> February 2015

**BETWEEN:**

- (1) **MATCHESFASHION LIMITED** of Unit 15A Welmar Mews, 154 Clapham Park Road, London, SW4 7DD (registered in England and Wales with company number 02717838) (the Company), 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 are party to a debenture dated 6 November 2014 (the **Debenture**) in connection with a facility agreement also dated 6 November 2014.
- (B) The Security Trustee has requested that the Company enters into a supplemental fixed charge. The Company has 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.

Currency	Account Number	Sort Code/IBAN	Bank and Branch Address
GBP	[REDACTED]	[REDACTED]	Wells Fargo NA, London Branch 1 Plantation Place 30 Fenchurch St London EC3M 3BD
EUR	[REDACTED]	[REDACTED]	
USD	[REDACTED]	[REDACTED]	
AUD	[REDACTED]	[REDACTED]	
HKD	[REDACTED]	[REDACTED]	

**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 the Company; 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 12 (*Construction*) of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required.

## **2. Fixed and Floating Security**

- 2.1 The Company, as security for the payment and performance of the Secured Liabilities:

- (a) charges in favour of the Security Trustee by way of a first fixed charge and grants a Security Interest upon:
  - (i) 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,
  - (ii) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.1(a)(i) above, the Blocked Accounts and any amounts standing to the credit thereof), and
- (b) charges in favour of the Security Trustee by way of a floating charge the Blocked Accounts and Book Debts not otherwise effectively charged by way of fixed charge by Clause 2 1(a) above.

## **3. 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

## **4. 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

## **5. 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.

## **6. Jurisdiction**

- 6.1 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*)
- 6 2 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.
- 6 3 This Clause 6 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.

**The Company**

Executed as a deed by  
**MATCHESFASHION LIMITED.**

[Redacted Signature]

Director

In the presence of.

[Redacted Signature]

Signature of witness

[Redacted Signature]

Name

[Redacted Name]

Address

[Redacted Address]

Occupation

[Redacted Occupation]

The Security Trustee

Executed by  
WELLS FARGO CAPITAL FINANCE  
(UK) LIMITED

Director

In the presence of

Signature of witness

Name

Address

Occupation