



Registration of a Charge

Company name: **MATCHESFASHION LIMITED**

Company number: **02717838**



X7IDA97U

Received for Electronic Filing: **09/11/2018**

Details of Charge

Date of creation: **08/11/2018**

Charge code: **0271 7838 0014**

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

Brief description:

Contains fixed charge(s).

Contains floating 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2717838

Charge code: 0271 7838 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2018 and created by MATCHESFASHION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th November 2018 .

Given at Companies House, Cardiff on 13th November 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

Dated **8** November 2018

MATCHESFASHION LIMITED
as Company

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
as Security Agent

Supplemental Fixed Charge

This Supplemental Fixed Charge is supplemental to the debenture dated 6 November 2017 between the Company and the Security Agent and is entered into subject to the terms of the Intercreditor Agreement originally dated 12 October 2017 as amended and restated on 6 November 2017

Morgan Lewis

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THIS SUPPLEMENTAL FIXED CHARGE is dated 8 November 2018

BETWEEN:

- (1) **MATCHESFASHION LIMITED** of Level 7 The Shard, 32 London Bridge Street London SE1 9SG (registered in England and Wales with company number 02717838) (the **Company**); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** as agent and security trustee for the Secured Parties (registered in England and Wales with company number 2656007) (the **Security Agent**).

BACKGROUND:

- (A) The parties to this Supplemental Fixed Charge (the **Parties**) are party to a debenture dated 6 November 2017 (the **Debenture**). This Supplemental Fixed Charge is supplemental to the Debenture.
- (B) 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:

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, in each case to the extent constituting (i) a Receivable or (ii) the proceeds of any Insurance claim in respect of any Priority ABL Asset; 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).

Blocked Account means the following bank account at Wells Fargo Bank, N.A., London Branch:

Account Holder	Currency	Account Number	Sort Code/IBAN
Matchesfashion Limited	JPY		

1.3 The provisions of clause 1.1 (*Construction*) and 1.2 (*Other References and Interpretation*) 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 to both present and future assets.

- 1.5** Notwithstanding any other provision of this Supplemental Fixed Charge or the Debenture, the Security created pursuant to this Supplemental Fixed Charge and the exercise of any right or remedy by the Security Agent hereunder shall be subject to the Intercreditor Agreement.

2. Fixed and Floating Security

- 2.1** The Company, as continuing security for the full payment of the Secured Obligations charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

(a) the Book Debts and Related Rights; and

(b) the Blocked Account and Related Rights.

- 2.2** As further continuing security for the full payment of the Secured Obligations, the Company charges in favour of the Security Agent by way of first floating charge, to the extent not charged by way of fixed charge pursuant to clause 2.1 above:

(a) the Book Debts and Related Rights; and

(b) the Blocked Account and Related Rights.

3. Undertakings

3.1 Negative Pledge

The Company undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Security or other transactions not prohibited under the Financing Agreements or in respect of which Required Senior Consent has been obtained.

3.2 Controlled Account Agreement

On execution of this Supplemental Fixed Charge, the Company shall deliver to the Security Agent a duly executed Control Agreement.

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 Supplemental Fixed Charge 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 Supplemental Fixed Charge.

6. Governing Law

This Supplemental Fixed Charge 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 Supplemental Fixed Charge (including a dispute regarding the existence, validity or termination of this Supplemental Fixed Charge) (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 Agent only. As a result, the Security Agent 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 Agent may take concurrent proceedings in any number of jurisdictions.

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

SIGNATORIES

The Company

Executed as a deed by
MATCHESFASHION LIMITED

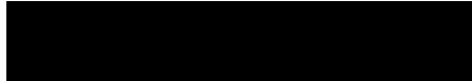
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Director

In the presence of:

Signature of witness



Name

.....NICK DA CORTE.....

Address

.....32 LOUDON BRIDGE STR, LONDON, SE1 9SG.....

Occupation

.....ACCOUNTANT.....

The Security Agent

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

