



Registration of a Charge

Company Name: **AIRWAIR (1994) LIMITED**

Company Number: **02874123**



Received for filing in Electronic Format on the: **08/07/2021**

XA89QAMI

Details of Charge

Date of creation: **06/07/2021**

Charge code: **0287 4123 0015**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

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: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2874123

Charge code: 0287 4123 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2021 and created by AIRWAIR (1994) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2021 .

Given at Companies House, Cardiff on 13th July 2021

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**

THIS DEED is made on 6 July 2021

BETWEEN:

- (1) **THE ENTITIES** listed in Appendix 1 as additional security providers (the **Additional Security Providers**); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Security Agreement defined below).

BACKGROUND:

- (A) This Deed is supplemental to the Security Agreement (as defined below).
- (B) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED and declared as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Party means a party to this Deed.

Security Agreement means the security agreement dated 27 January 2021 and made between, among others, Ampdebtco Limited and the Security Agent.

1.2 Construction

- (a) Capitalised terms defined in the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clauses 1.2 (Construction) and 1.3 (Third party rights) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement shall be construed as references to this Deed.

2. ADDITIONAL SECURITY PROVIDER

- (a) By its execution of this Deed, each Additional Security Provider unconditionally and irrevocably undertakes to and agrees with the Security Agent to perform all obligations expressed to be assumed by a Security Provider under, and be bound by the terms and provisions of the Security Agreement as if it were an original party to the Security Agreement.
- (b) Without prejudice to the generality of paragraph (a) above, each Additional Security Provider:
 - (i) covenants in the terms set out in 2.1 (Covenant to pay) of the Security Agreement;
 - (ii) subject to the terms of clause 4.2 (Permitted transactions and right to deal with assets) of the Security Agreement, agrees to be bound by the undertakings set out in clause 4.1 (Security) of the Security Agreement;

- (iii) mortgages, charges and assigns to the Security Agent for the payment and discharge of the Secured Liabilities, its assets on the terms set out in clause 2 (Creation of security) of the Security Agreement (including the specific assets set out in Appendix 2 to this Deed);
- (iv) expressly acknowledges and agrees to each of the matters referred to in clause 13.3 (Amendments and scope of Secured Obligations) of the Security Agreement;
- (v) gives each notice and acknowledgement referred to in clause 3.4 (Deemed notice to Security Provider) of the Security Agreement;
- (vi) by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney on the terms set out in clause 12 (Power of attorney) of the Security Agreement; and
- (vii) on the date of this Deed and on each other date required under the Security Agreement makes the representations and warranties to the Security Agent set out in 5.3 (Representations) and 5.4 (PSC regime) of the Security Agreement.

3. CONSENTS OF THE SECURITY AGENT

The Security Agent (on behalf of itself and each other party to the Security Agreement):

- (a) consents to the accession of each Additional Security Provider to the Security Agreement on the terms of this Deed; and
- (b) agrees that the Security Agreement shall be read and construed as if each Additional Security Provider had been an original party to the Security Agreement in the capacity of a Security Provider (but so that the security created on this accession will be created on the date of this Deed).

4. MISCELLANEOUS

- (a) The Security Agreement and this Deed shall be read and construed as one document.
- (b) This Deed is a Transaction Security Document.

5. GOVERNING LAW

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

6. ENFORCEMENT

6.1 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 relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with 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) Notwithstanding paragraph (a) above, to the extent allowed by law:
 - (i) the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and

(ii) the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed by each Additional Security Provider on the date stated at the beginning of this Deed.

APPENDIX 1

ADDITIONAL SECURITY PROVIDERS

Entity	Jurisdiction of Incorporation	Company number
Dr Martens Airwair Group Limited	England and Wales	02678750
Airwair Limited	England and Wales	02223631
Airwair International Limited	England and Wales	03009359
Airwair (1994) Limited	England and Wales	02874123
Airwair (1996) Limited	England and Wales	03218787

APPENDIX 2
SECURITY ASSETS

Shares

Additional Security Provider	Material Subsidiary	Number and Class of Shares
Dr Martens Airwair Group Limited	Airwair Limited	25,443 Ordinary shares of £1
Dr Martens Airwair Group Limited	Airwair International Limited	1 Ordinary share of £1
Airwair Limited	Airwair (1994) Limited	1,000 Ordinary shares of £1
Airwair Limited	Airwair (1996) Limited	25,100 Ordinary shares of £1

Relevant Contracts

N/A

SIGNATORIES TO THE SECURITY ACCESSION DEED

Additional Security Provider

EXECUTED AS A DEED by
DR MARTENS AIRWAIR GROUP LIMITED
acting by

.....
Director Jon Mortimore


.....
Director

SIGNATORIES TO THE SECURITY ACCESSION DEED

Additional Security Provider

EXECUTED AS A DEED by
DR MARTENS AIRWAIR GROUP LIMITED
acting by

.....
Director

.....
Director  Emily Reichwald

EXECUTED AS A DEED by
AIRWAIR INTERNATIONAL LIMITED
acting by

.....
Director Jon Mortimore

.....
Director

EXECUTED AS A DEED by
AIRWAIR INTERNATIONAL LIMITED
acting by

.....
Director

.....
Director  Emily Reichwald


EXECUTED AS A DEED by
AIRWAIR LIMITED
acting by

.....
Director Jon Mortimore

.....
Director

EXECUTED AS A DEED by
AIRWAIR LIMITED
acting by

.....
Director

.....
Director  Emily Reichwald

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AIRWAIR (1994) LIMITED
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Director Jon Mortimore

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Director

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.....
Director

.....
Director Emily Reichwald

EXECUTED AS A DEED by
AIRWAIR (1996) LIMITED
acting by

.....
Director Jon Mortimore

.....
Director

EXECUTED AS A DEED by
AIRWAIR (1996) LIMITED
acting by

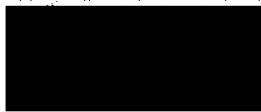
.....
Director

..... 
Director Emily Reichwald

Security Agent

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By:



CHARLOTTE DAVIDSON
AUTHORISED SIGNATORY