



Registration of a Charge

Company Name: **SUPERGROUP INTERNET LIMITED**

Company Number: **07139044**



XA662O3K

Received for filing in Electronic Format on the: **07/06/2021**

Details of Charge

Date of creation: **03/06/2021**

Charge code: **0713 9044 0002**

Persons entitled: **HSBC INVOICE FINANCE (UK) LIMITED AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7139044

Charge code: 0713 9044 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2021 and created by SUPERGROUP INTERNET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2021 .

Given at Companies House, Cardiff on 9th June 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

3 June 2021

Between

- (1) Superdry plc (registered in England with number 07063562 for itself and for the Chargors (the **"Parent"**);
- (2) Supergroup Internet Limited (registered in England with number 07139044 (the **"Acceding Chargor"**); and
- (3) HSBC Invoice Finance (UK) Limited as security trustee for the Secured Parties (the **"Security Agent"**).

Whereas

- (A) This Deed is supplemental to a debenture dated 7 August 2020 between, inter alia, the Parent, the Chargors and the Security Agent (the **"Debenture"**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the ABLA on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **"Secured Shares"** means all shares present and future held by the Acceding Chargor or the Persons listed in Schedule 2 (*Secured Shares*) to this Deed.

1.2 Interpretation

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*), 1.5 (*Incorporated terms*), 1.6 (*Property*), 1.7 (*Present and future assets*), 1.8 (*Fixed security*) and 1.9 (*No obligations*) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this **Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All Security created by the Acceding Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 1 (*Properties*) to this Deed.

2.5 Assignments

- (a) The Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) any proceeds of sale of its Secured Property;
 - (ii) the agreements described in Schedule 4 (*Relevant Agreements*) to this Deed;
 - (iii) its insurance policies described in Schedule 3 (*Relevant Policies*) to this Deed;
 - (iv) each account described in Schedule 5 (*Blocked Accounts*) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account; and
 - (v) each account described in Schedule 6 (*Unblocked Accounts*) to this Deed and any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;

together with, in each case, all other Related Rights thereto.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under each Relevant Agreement, and each Relevant Policy.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) all licences to enter or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of the Acceding Chargor's stock in trade or work in progress) (together the "**Chattels**") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Secured Shares;
- (f) the Investments;
- (g) all of its Non-Vesting Debts
- (h) all of its Other Debts
- (i) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (j) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (k) all its Intellectual Property;
- (l) all its goodwill and uncalled capital;
- (m) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (n) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (o) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

2.7 Floating charge

- (a) The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case:

- (i) which may be required; or
- (ii) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Acceding Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 25 (*Notices*) of the Debenture are as follows:

Address: Unit 60 The Runnings, Cheltenham, Gloucestershire, GL51 9NW

E-mail: company.secretary@superdry.com

Attention: FAO: Company Secretary

6 Counterparts

This Deed or any Finance Document entered into under or in connection with 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 or any Finance Document.

7 Governing law and jurisdiction

Clause 32 (*Governing law*) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1

Properties

None at the date of this deed.

Schedule 2

Secured Shares

None at the date of this deed.

Schedule 3

Relevant Policies

None at the date of this deed.

Schedule 4

Relevant Agreements

None at the date of this deed.

Schedule 5

Blocked Accounts

None at the date of this deed.

Schedule 6



Unblocked Accounts

None at the date of this deed.

SIGNATURES TO THE SECURITY DEED OF ACCESSION



Parent

Executed as a deed by
Superdry plc
a director and its secretary

) ... 
) Director
)
) ... 
) Director/Secretary

Acceding Chargor

Executed as a deed by
Supergroup Internet Limited
a two directors

) ... 
) Director
)
) ... 
) Director/Secretary

Security Agent

HSBC INVOICE FINANCE (UK) LIMITED

By:

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by
Superdry plc
a director and its secretary

)
) Director
)
) Director/Secretary

Acceding Chargor

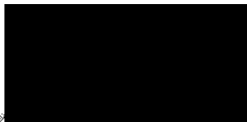
Executed as a deed by
Supergroup Internet Limited
a two directors

)
) Director
)
) Director/Secretary

Security Agent

HSBC INVOICE FINANCE (UK) LIMITED

By:



Steven James Pennell