



Registration of a Charge

Company Name: **WOOL AND THE GANG LTD**

Company Number: **08332008**



Received for filing in Electronic Format on the: **23/06/2021**

XA7A6HTT

Details of Charge

Date of creation: **17/06/2021**

Charge code: **0833 2008 0002**

Persons entitled: **LUCID TRUSTEE SERVICES 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.**

Certified by: **LUKE NEWLING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8332008

Charge code: 0833 2008 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2021 and created by WOOL AND THE GANG LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2021 .

Given at Companies House, Cardiff on 24th 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 17 June 2021.

BETWEEN:

- (1) Sirdar Group Limited, a company incorporated in England and Wales with registered number 09489155 ("**Sirdar Group**");
- (2) Sirdar Holdings Limited, a company incorporated in England and Wales with registered number 06367603 ("**Sirdar Holdings**");
- (3) Wool and the Gang Ltd, a company incorporated in England and Wales with registered number 08332008 ("**Wool and the Gang**", and together with Sirdar Group and Sirdar Holdings the "**New Chargors**");
- (4) Lion Cashmere Midco Limited for itself and as agent for and on behalf of each of the existing Chargors ("**the Parent**"); and
- (5) Lucid Trustee Services Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed (the "**Security Accession Deed**") is supplemental to a Debenture dated 23 March 2021 between, amongst others, the Chargors named therein and the Security Agent (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each of the New Chargors 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 as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, each of the New Chargors covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each of the New Chargors, as continuing security for the 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:

- (a) by way of first legal mortgage, all Real Property belonging to or vested in each New Chargor on the date on which it becomes a party to this Security Accession Deed; and
- (b) by way of first fixed charge:
 - (i) all other estates, interests, rights and title from time to time in and to any freehold or leasehold property (including that not effectively mortgaged under paragraph (a) above), together with all buildings and fixtures (including trade fixtures) on that property and all Related Rights;
 - (ii) all of its Investments;
 - (iii) all of its Intellectual Property;
 - (iv) all of its Tangible Moveable Property;
 - (v) all of its Other Debts and all rights and claims against third parties in respect of those Other Debts and all corresponding Related Rights other than any claims which are otherwise subject to a fixed charge or assignment pursuant to this Security Accession Deed;
 - (vi) the Bank Accounts and all corresponding Related Rights;
 - (vii) all of its goodwill and uncalled capital; and

- (viii) if not effectively assigned by Clause 2.4 (Security Assignment), all of its rights, title and interest in (and claims under) the Assigned Agreements.

2.4 Security Assignment

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, and as continuing security for the payment of the Secured Obligations, each of the New Chargors assigns absolutely by way of security with full title guarantee to the Security Agent all of its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Security Agent will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct).

2.5 Floating Charge

- (a) Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, as further continuing security for the full payment of the Secured Obligations, each of the New Chargors charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5.
- (c) Clause 3.4 (*Conversion of a Floating Charge*) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2.6 Negative Pledge

Each of the New Chargors undertakes that it will not and each New Chargor will ensure that none of its Subsidiaries 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 Finance Documents or in respect of which Required Creditor Consent has been obtained

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

5. GOVERNING LAW AND JURISDICTION

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed and delivered on the date first above written.

Schedule 1 to Security Accession Deed: Real Properties

None as at the date of this Security Accession Deed.

Schedule 2 to Security Accession Deed: Shares


Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
Sirdar Group Limited	Sirdar Holdings Limited	100,001 Ordinary Shares 10,000 B Shares
Lion Cashmere Bidco Limited	Sirdar Group Limited	100,000 Ordinary Shares
Lion Cashmere Bidco Limited	Wool and the Gang Ltd	2,853,957 Ordinary Shares

Signatories to Security Accession Deed

The New Chargors

EXECUTED as a **DEED** by
Sirdar Group Limited
acting by

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Jean-Luc Bikard as Director


Witness

Name: *Jean-Luc Bikard*

Address: 

Occupation: *Professor*

Notice Details

Address: 21 Grosvenor Place,
London, SW1X 7HF

Email: 

Attention of: James Cocker

EXECUTED as a **DEED** by
Sirdar Holdings Limited
acting by


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)

Jean-Luc Bikard  as Director



Witness 

Name: *Flavence Bikard*
Address: 
Occupation: *Professor*

Notice Details

Address: 21 Grosvenor Place,
London, SW1X 7HF

Email: 

Attention of: James Cocker

EXECUTED as a DEED by
Wool and the Gang Ltd
acting by

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)
)


Jean-Luc Bikard as Director


Witness 

Name: Florence Bikard

Address: 

Occupation: Professor

Notice Details

Address: 21 Grosvenor Place,
London, SW1X 7HF

Email: 

Attention of: James Cocker

The Parent

EXECUTED as a **DEED** by
Lion Cashmere Midco Limited
acting by

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Arnaud Moreels as Director

Witness

Name: JH MOREELS

Address:

Occupation: TEMPORARY LAWYER

Notice Details

Address: 21 Grosvenor Place,
London, SW1X 7HF

Email:

Attention of: James Cocker

The Security Agent

SIGNED by

LUCID TRUSTEE SERVICES LIMITED

By:



Name:

MELANIE OCKENDEN

Title:

Authorized Signatory

Address:

6th Floor,
No 1 Building 1-5 London Wall Buildings,
London Wall,
London,
United Kingdom,
EC2M 5PG

Email:



FAO:

Lucid Agency and Trustee Services Limited