



Registration of a Charge

Company name: **Aurum Group Limited**

Company number: **00146087**



X6HTVLT5

Received for Electronic Filing: **25/10/2017**

Details of Charge

Date of creation: **23/10/2017**

Charge code: **0014 6087 0043**

Persons entitled: **BARCLAYS BANK PLC**

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: **RIZWAN LATIF**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 146087

Charge code: 0014 6087 0043

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2017 and created by Aurum Group Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2017 .

Given at Companies House, Cardiff on 26th October 2017

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**

PLEDGE AGREEMENT

This PLEDGE AGREEMENT dated as of October 23, 2017 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “Agreement”) made by Aurum Group Limited, a company incorporated and existing under the laws of England and Wales, with registration number 00146087 Aurum Group USA Inc., a Delaware corporation with file number 6203177 and each subsidiary of the Parent that becomes a party hereto after the date hereof by execution of a joinder (a “Joinder”) in the form of Exhibit A hereto (each, a “Pledgor” and collectively, the “Pledgors”), each as pledgor, assignor and debtor, in favor of Barclays Bank PLC (together with its successors and assigns in such capacity, the “Security Agent”), as pledgee, assignee and secured party.

RECITALS:

A. The Pledgors have entered into that certain Senior Facilities Agreement dated December 4, 2015, as amended on November 17, 2016 and as amended and restated on September 22, 2017 (as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”; all capitalized terms used but not defined herein having the meanings assigned thereto in the Facilities Agreement), by and among Jewel UK Midco Limited, as borrower, Jewel UK Topco Limited (the “Parent”), the subsidiaries of the Parent signatory thereto as Guarantors, the Security Agent, and the other parties thereto.

B. As required by and pursuant to the Facilities Agreement, this Agreement is given by the Pledgors in favor of the Security Agent, for the benefit of the Secured Parties, to secure the payment and performance of the Secured Obligations.

Section 1. Definitions.

“Issuer” means each issuer of Pledged Collateral.

“Person” means any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

“Pledged Security Certificate” means any promissory notes, drafts, stock certificates, certificates evidencing membership interests in limited liability companies, certificates evidencing limited partnership interests or other securities now or hereafter included in the Pledged Collateral, including all instruments and other documents from time to time representing, evidencing or constituting any Pledged Collateral.

“Secured Parties” shall mean the Security Agent, any Receiver or Delegate and the Senior Agent, any Pari Passu Debt Representative, any Senior Arranger, any Pari Passu Arranger and the Senior Creditors from time to time but, in the case of each of the Senior Agent, any Pari Passu Debt Representative, any Senior Arranger, any Pari Passu Arranger or any Senior Creditor,

only if it is a party to the Intercreditor Agreement or (in the case of the Senior Agent, the Security Agent, any Pari Passu Debt Representative, any Pari Passu Arranger or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 19.10 of the Intercreditor Agreement. Capitalized terms used in this definition, unless otherwise indicated, shall have the meanings assigned thereto in the Intercreditor Agreement.

“Secured Obligations” shall mean all the Liabilities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Debtor, or any of its Subsidiaries at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, but, notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any “Excluded Swap Obligations” (as defined in the Facilities Agreement). Capitalized terms used in this definition, unless otherwise indicated, shall have the meanings assigned thereto in the Intercreditor Agreement.

Section 2. Pledge. Each Pledgor hereby pledges, assigns and transfers to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Parties, a security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (“Pledged Collateral”):

- (a) any and all shares of capital stock or other equity interests set forth on the Schedule of Pledged Collateral attached hereto and in any Pledge Addendum or Joinder;
- (b) all other shares of capital stock or equity interests issued by the Issuer of the shares referred to in clause (a) above;
- (c) all other securities, instruments and other property issued or accepted in substitution for or in addition to any of the foregoing Pledged Collateral; and
- (d) all proceeds of any and all of the Pledged Collateral (including any distributions, dividends or other payments made in connection with the Pledged Collateral).

Section 3. Secured Obligations. This Agreement and the security interest granted hereby secure the payment and performance of the Secured Obligations. If an Acceleration Event shall have occurred and be continuing, all rights of any Pledgor to exercise the voting and/or consensual rights and powers with respect to the Pledged Collateral shall cease, and all such rights shall thereupon become vested in the Security Agent, which may, in its discretion, vote and exercise all of the powers of an owner with respect to any of the relevant Pledged Collateral.

Upon the occurrence and during the continuance of an Acceleration Event, all rights of any Pledgor to dividends, interest, principal or other distributions on the Pledged Collateral shall cease, and all such rights shall thereupon become vested, for the benefit of the Secured Parties, in

the Security Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions.

Without limiting the generality of the other remedies provided herein and in addition thereto, the Security Agent after the occurrence of an Acceleration Event may take all steps necessary to cause the Pledged Collateral to be transferred into the name of the Security Agent, including but not limited to taking steps necessary to comply with restrictions on sale or transfer of the interest constituting such Pledged Collateral, and in connection therewith each Pledgor appoints the Security Agent such Pledgor's attorney-in-fact to execute and deliver such offers, tender offers, certificates, documents or instruments of every nature or description required for the purpose of the transfer of such Pledged Collateral into the name of the Security Agent, or any other person.

If a Pledgor receives any stock certificate, whether as an addition to, as a distribution, dividend or payment on, in substitution of, in exchange for or as evidence of such Pledgor's interest in any Pledged Collateral, or otherwise, such Pledgor shall promptly deliver same to the Security Agent in the form received, with the Pledgor's endorsement and/or assignment when necessary, to be held by the Security Agent, for the benefit of the Secured Parties, as Pledged Collateral.

Each Pledgor is herewith (or by such later date as the Security Agent may agree in its sole and absolute discretion) delivering to the Security Agent all certificates or instruments representing or evidencing Pledged Collateral, if any, in suitable form for transfer or delivery, or accompanied by duly executed instruments of transfer or assignment to be held subject to the preceding paragraph.

Section 4. Representations and Warranties. Each Pledgor represents and warrants to the Security Agent as follows:

(a) Each Pledgor is, and (as to any substitute or additional Pledged Collateral) shall be, the sole owner of the Pledged Collateral pledged by such Pledgor, free and clear of any lien, security interest, option or other charge or encumbrance, except for (i) the security interest created by this Agreement and (ii) restrictions imposed by applicable laws, and, subject to the same exceptions, each Pledgor has and shall have the right to transfer such Pledged Collateral and to grant a security interest therein to the Security Agent as provided in this Agreement.

(b) Except for restrictions and limitations imposed by the Finance Documents or by applicable securities laws generally, all of the Pledged Collateral owned by each Pledgor is and will continue to be freely transferable and assignable, and none of such Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise adversely affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Security Agent of rights and remedies hereunder.

(c) No effective financing statement or similar notice covering any Pledged Collateral pledged by a Pledgor is or shall be on file in any recording office, and no other pledge or

assignment thereof has been made, or shall have been made, other than in favor of the Security Agent.

(d) The Pledged Collateral pledged by each Pledgor has been duly authorized and validly issued by the issuers thereof and the (i) shares of a corporation are fully paid and nonassessable, and (ii) Pledged Collateral is legal, valid and binding obligations of the issuers thereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(e) This Agreement has been duly authorized, executed and delivered by each Pledgor and, subject to the Legal Reservations and Perfection Requirements, constitutes the legal, valid and binding obligation of each Pledgor, enforceable against each Pledgor in accordance with its terms.

(f) No consent or approval of any governmental authority, any securities exchange or any other Person was or is necessary for the validity of the pledge effected hereby or the exercise by the Security Agent of its rights hereunder (other than (i) with respect to the validity of the pledge effected hereby, such consents or approvals as have been obtained and are in full force and effect, (ii) with respect to the exercise by the Security Agent of its rights and/or remedies hereunder and in particular in relation to any sale or disposal by the Security Agent of all or any part of the Pledged Collateral, such consents or approvals that may be required under applicable securities laws and (iii) such other consents or approvals that may be required in connection with property acquired or obtained by any Pledgor after the date hereof which becomes, or is to become, part of the Pledged Collateral).

(g) Subject to the Security Agent maintaining possession of the Pledged Security Certificates, it shall take all measures reasonably necessary to maintain the security interest created by this Agreement as a first priority perfected security interest and shall defend such security interest against all claims and demands of all Persons whomsoever; and it shall as soon as practicable, at its own expense, take such action as may be reasonably necessary to duly discharge any Lien on or in respect of the Pledged Collateral, other than the security interests in favor of the Security Agent pursuant to this Agreement.

Section 5. Further Action by Pledgor. Each Pledgor shall promptly execute and deliver all further notices, instruments and documents, including, without limitation, financing statements, and take all such further action as may be reasonably necessary in order to perfect, preserve and protect the security interest granted or purported to be granted hereby or to enable the Security Agent to exercise and enforce such rights, powers and remedies with respect to Pledged Collateral. Each Pledgor hereby irrevocably authorizes the Security Agent to file one or more financing statements describing all or part of the Pledged Collateral, and continuation statements, or amendments thereto, relative to all or part of the Pledged Collateral as authorized by applicable law. Each Pledgor shall execute a pledge addendum (a "Pledge Addendum") in the form of Exhibit B hereto upon creation or acquisition by such Pledgor of any equity interest in any Issuer that is organized in the United States.

Section 6. Preservation of Pledged Collateral.

(a) The Security Agent shall have no liability to any Pledgor for any losses, costs, expenses or damages due to any acts or omissions of third parties, or due to any acts of God or other causes beyond its control. To replace any certificates, no Pledgor shall be required to supply any bond or other indemnity.

(b) Each Pledgor shall furnish to the Security Agent, promptly upon receipt thereof, copies of all material notices, requests and other documents received by the Pledgor relating to the Pledged Collateral unless the same were sent by the Security Agent.

(c) No Pledgor shall sell, assign, transfer or otherwise dispose of any Pledged Collateral, or create or suffer to exist any lien, security interest, assignment by operation of law or other charge or encumbrance on, or with respect to, any Pledged Collateral, except for the security interest created by this Agreement or as permitted by the Facilities Agreement.

Section 7. Authorization and Acknowledgment of Issuer. Each Pledgor hereby expressly irrevocably authorizes and instructs, without any further instructions from such Pledgor, each applicable Issuer to, and each Issuer hereby agrees to, (a) comply with any instruction received by it from the Security Agent in writing that states that an Acceleration Event has occurred and each Pledgor agrees that each applicable Issuer shall be fully protected from any liabilities to such Pledgor in so complying and (b) during the period beginning upon the receipt of such instruction and ending upon the receipt of an instruction from the Security Agent in writing that states that such Acceleration Event has been cured or waived, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Security Agent. Each Issuer is joining in the execution and delivery of this Agreement or any Pledge Addendum or Joinder, as applicable, as the issuer of the Pledged Collateral and hereby (i) acknowledges the grant of security interest and pledge to the Security Agent of the Pledged Collateral under this Agreement, and (ii) waives any right to be provided at any time hereafter with a copy of this Agreement, any other Finance Document or any other instrument in connection with any exercise by the Security Agent (or its agent or nominee) of voting or other consensual rights in respect of the Pledged Collateral or any registration of any of the Pledged Collateral in the name of the Security Agent (or its agent or nominee).

Section 8. Remedies. Upon and after the occurrence of any Acceleration Event which is then continuing or which has not been cured within the time period given for such cure:

(a) The Security Agent may exercise its rights with respect to the Pledged Collateral, without regard to the existence of any other security or source of payment for Secured Obligations, including without limitation the rights set forth in Section 3, and may demand, sue for collection or make any other compromise or settlement with respect to other rights and remedies provided for herein or otherwise available to it, and the Security Agent shall have all of the rights and remedies of a secured party in New York under the Uniform Commercial Code.

(b) Except as specifically reserved herein, each Pledgor waives all suretyship defenses at law and in equity, including waste and impairment of Pledged Collateral. Ten (10) Business Days' prior notice to a Pledgor in accordance with section 37 of the Facilities

Agreement or at such other address as the Pledgor shall provide to the Security Agent in writing for such purpose, of the time and place of any public sale of Pledged Collateral, or of the time after which any private sale or any other intended disposition is to be made, shall constitute reasonable notification.

(c) The Security Agent is authorized at any such sale (including without limitation any sale to itself or any affiliate of the Security Agent, the same being expressly authorized and contemplated herein), if Security Agent deems it advisable to do so, in order to comply with any applicable securities laws, to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Pledged Collateral for their own account for investment, and not with a view to the distribution or resale thereof.

(d) The Security Agent is specifically authorized, with respect to any Pledged Collateral that consists of security, to acquire such Pledged Collateral itself or to transfer such Pledged Collateral to any affiliate of the Security Agent at a price which shall be determined reasonably and in good faith by the mutual agreement of the applicable Pledgor and the Security Agent.

(e) In case of any sale of all or part of the Pledged Collateral on credit for future delivery, the Pledged Collateral so sold shall be retained by the Security Agent until the purchase price is paid.

(f) All cash proceeds received by the Security Agent in respect of any sale, collection or other enforcement or disposition of Pledged Collateral shall be applied (after deduction of any amounts payable to the Security Agent for reasonable expenses of the sale, collection or disposition of Pledged Collateral) against Secured Obligations in accordance with the terms of the Intercreditor Agreement. Upon payment in full of all Secured Obligations, each Pledgor shall be entitled to the return of all Pledged Collateral pledged by it and all proceeds thereof, which have not been used or applied toward the payment of Secured Obligations as herein authorized.

(g) Notwithstanding anything to the contrary on the Stock Certificate, the Pledgor and the Company acknowledge and agree that in connection with the exercise of remedies or otherwise, any transfer of the Stock Certificate will not require an opinion, written or otherwise, of counsel for the Company.

Section 9. Waivers and Remedies. No failure by the Security Agent to exercise, no delay by the Security Agent in exercising, and no single or partial exercise of, any right, remedy or power hereunder or under any other agreement relating to the Secured Obligations or to Pledged Collateral shall operate as a waiver thereof, or of any other right, remedy or power at any time. No amendment, modification or waiver of any provision of this Agreement shall be effective unless contained in a writing signed by the Security Agent. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies and powers of the Security Agent and the Pledgors, not only hereunder, but also under any other agreements of the Pledgors with the Security Agent and applicable law, are cumulative and may be exercised successively, concurrently or alternatively.

Section 10. Term; Binding Effect; Survival of Agreement.

(a) This Agreement shall become effective as to each Pledgor when a counterpart hereof executed on behalf of each Pledgor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent and, after the date hereof, when any subsidiary of the Parent becomes a Pledgor in accordance with Section 15. This Agreement shall remain in full force and effect until payment and satisfaction in full of all Secured Obligations, shall be binding upon each Pledgor and the heirs, legatees, legal representatives and assigns of such Pledgor and shall inure to the benefit of the Security Agent and its successors and assigns.

(b) All covenants, agreements, representations and warranties made by each Pledgor in this Agreement and the other Finance Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Finance Document shall be considered to have been relied upon by the Security Agent and each of the other Secured Parties and shall survive the execution and delivery of the Finance Documents and the making of any loans or issuance of debt, regardless of any investigation made by the Security Agent or any of the other Secured Parties or on its or their behalf and notwithstanding that the Security Agent may have had notice or knowledge of any Default under the Facilities Agreement or incorrect representation or warranty at the time any credit is extended under the Facilities Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Secured Obligations or any fee or any other amount payable under any Finance Document is outstanding and so long as any commitment by any Secured Party to make a loan under any Finance Document has not expired or terminated.

Section 11. Governing Law; Waiver of Jury Trial; Jurisdiction; Severability.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the perfection of the security interest granted hereby in respect of any item of Pledged Collateral may be governed by the law of another jurisdiction. Unless otherwise defined herein, all words and terms used in this Agreement shall have the meanings provided in the New York Uniform Commercial Code. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such provision shall be deemed to be modified to comply with applicable law or if not able to be so modified, shall be deemed to be severed from the Agreement, the remaining provisions of which to be valid and enforceable.

(b) Each Pledgor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Security Agent, any Secured Party, or any Affiliate of the foregoing, in any way relating to this Agreement, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the Pledgors irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in

such federal court. Each of the Pledgors agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement affect any right that the Security Agent or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against any Pledgor or its properties in the courts of any jurisdiction.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(D).

Section 12. Signatures. This Agreement may be executed in counterparts.

Section 13. Headings. The captions in this Agreement have been included for reference only and shall not define or limit the provisions hereof.

Section 14. Notices; Interpretation. Section 1.2 and Section 37 of the Facilities Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

Section 15. Joinders. Upon execution and delivery of a Joinder (or another instrument reasonably satisfactory to the Security Agent) by any subsidiary of the Parent that acquires equity interests in an Issuer organized in the United States, such subsidiary shall become a Pledgor hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any such instrument shall not require the consent of any other party to this Agreement. The rights and obligations of each party to this Agreement shall remain in full force and effect notwithstanding the addition of any new party to this Agreement.

EXECUTED as of the date first set forth above.

AURUM GROUP LIMITED
as Pledgor

By: 

Name: Tony Broderick

Title: Director

[Signature Page to Pledge Agreement]

AURUM GROUP USA INC.
as Pledgor

By: _____

Name: Hugh Brian Duffy

Title:

[Signature Page to Pledge Agreement]

BARCLAYS BANK PLC
as Security Agent

By: 

Name:

Title:

Emma SHARMA
Avp

Acknowledged by:

AURUM GROUP USA INC.
as Issuer

By: 
Name: ~~Hugh Brian Duffy~~
Title:

WATCHES OF SWITZERLAND LLC
as Issuer

By: 
Name: ~~Hugh Brian Duffy~~
Title:

**SCHEDULE OF PLEDGED COLLATERAL
TO
PLEDGE AGREEMENT**

DESCRIPTION OF SECURITY

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	Percentage of Equity Interest Owned	Percent Pledged
Aurum Group Limited	Aurum Group USA Inc.	1	100	Common Stock	100%	100%
Aurum Group USA Inc.	Watches of Switzerland LLC	Uncertificated	100%	Limited Liability Company interests	100%	100%

**EXHIBIT A
TO
PLEDGE AGREEMENT**

Joinder to Pledge Agreement

The undersigned, _____, a _____, as of the ____ day of _____, 20____, hereby joins in the execution of that certain Pledge Agreement dated as of October 23, 2017 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Pledge Agreement”) among Aurum Group Limited, a company incorporated and existing under the laws of England and Wales, Aurum Group USA Inc., a Delaware corporation and each other person that becomes a Pledgor thereunder after the date thereof and pursuant to the terms thereof, to and in favor of Barclays Bank PLC, as the Security Agent. Capitalized terms used but not defined herein have the meanings given them in the Pledge Agreement. By executing this Joinder, the undersigned hereby agrees that it is a Pledgor thereunder and agrees to be bound by all of the terms and provisions of the Pledge Agreement.

The undersigned represents and warrants to the Security Agent and the other Secured Parties that the undersigned is the record and beneficial owner of, and has legal title to, the equity interests set forth below.

_____, a _____

By: _____

Name: _____

Title: _____

The undersigned Issuer hereby acknowledges the provisions of the Pledge Agreement.

_____, a _____

By: _____

Name: _____

Title: _____

Pledged Shares

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	Percentage of Equity Interest Owned	Percent Pledged

**EXHIBIT B
TO
PLEDGE AGREEMENT**

Addendum to Pledge Agreement

The undersigned, being a Pledgor pursuant to that certain Pledge Agreement dated as of October 23, 2017 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Pledge Agreement") among Aurum Group Limited, a company incorporated and existing under the laws of England and Wales, Aurum Group USA Inc., a Delaware corporation, and each other person that becomes a Pledgor thereunder after the date thereof and pursuant to the terms thereof, to and in favor of Barclays Bank PLC, as the Security Agent, by executing this Addendum, hereby acknowledges that such Pledgor legally and beneficially owns the capital stock or shares as set forth below of _____, a _____ [corporation] / [limited liability company] ("Company"). Capitalized terms used but not defined herein have the meanings given them in the Pledge Agreement. Such Pledgor hereby agrees and acknowledges that the Shares (as hereinafter defined) shall be deemed Pledged Collateral pursuant to the Pledge Agreement. Such Pledgor hereby represents and warrants to the Security Agent and the other Secured Parties that (i) all of the capital stock or shares of Company now owned by such Pledgor ("Shares") is as described below, and in case represented by certificates, they have been delivered to the Security Agent with undated stock powers duly executed in blank by such Pledgor simultaneously herewith, and (ii) after giving effect to this addendum, the representations and warranties set forth in Section 4 of the Pledge Agreement are true, complete and correct as of the date hereof.

Pledged Shares

Pledgor	Issuer	Certificate No.	No. of Shares	Class of Shares	Percentage of Equity Interest Owned	Percent Pledged

IN WITNESS WHEREOF, this Addendum is executed this ____ day of _____, 20__.

PLEDGOR:

By: _____

Its: _____

Acknowledged by:

ISSUER:

By: _____

Its: _____