

MR01

Particulars of a charge

Laserform

159221/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

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Please go to www.companieshouse.gov.uk

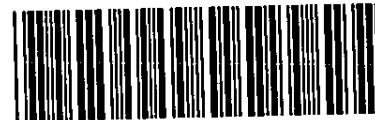
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is
accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original.**



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LD4

12/01/2015

#87

COMPANIES HOUSE

MONDAY

1 Company details

Company number 00164291
Company name in full AUSTIN REED GROUP LIMITED

For official use
16
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 29/01/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ALAN CHARLTON AS SECURITY TRUSTEE

C/O AUSTIN REED GROUP LIMITED (00164291)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**☐ **No****6****Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes****7****Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**☐ **No****8****Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9**Signature**

Please sign the form here

Signature

Signature

X *Squire Pelton Rogers (UK) LLP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **STEPHEN DOWNEY**Company name **Squire Patton Boggs (UK) LLP**Address **7 Devonshire Square**Post town **London**

County/Region

Postcode

E	C	2	M		4	Y	H
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Country **England**DX **136546 Bishopsgate 2**Telephone **+44 (0)20 7655 1000****Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 164291

Charge code. 0016 4291 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2014 and created by AUSTIN REED GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2015

A handwritten signature in black ink, appearing to be 'D' followed by a flourish.

Given at Companies House, Cardiff on 16th January 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Dated 29 December 2014

We hereby certify that this is a
true and correct copy of the original
Dated 12/01/2015
STEPHEN DOWNING
SQUIRE PATTON BOGGS (UK) LLP
7 DEVONSHIRE SQUARE
LONDON
EC2M 4YH

**Austin Reed Group Limited
(and others as Chargors)**

**Alan Charlton
(as Security Trustee)**

**Those persons listed herein as
Beneficiaries**

Debenture

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THIS DEED OF DEBENTURE is dated

29 December

2014

BETWEEN.

- (1) **AUSTIN REED GROUP LIMITED** of Station Road, Thirsk, North Yorkshire, YO7 1QH (registered in England and Wales with company number 00164291) (the **Company**),
- (2) **THE COMPANIES** identified in part 1 (*The Chargors*) of Schedule 1 (*The Parties*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**),
- (3) **Alan Charlton** of C/O Austin Reed Group Limited, Station Road, Thirsk, North Yorkshire, YO7 1QH (the **Security Trustee**), and
- (4) **THOSE PERSONS** identified in part 2 (*The Beneficiaries*) of Schedule 1 (*The Parties*) (each a **Beneficiary** and together the **Beneficiaries**)

BACKGROUND:

- (A) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities
- (B) Each party to this Deed intends that this document take effect as a deed notwithstanding that it may be executed under hand

IT IS AGREED:

1. INTERPRETATION

1.1 Definitions

In this Deed

Agent means Burdale Financial Limited in its capacity as agent under the Burdale Facility Agreement

Assigned Agreements means each agreement set out in Schedule 3 (*Assigned Agreements*) and/or in any Deed of Accession

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 any Chargor, 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)

Burdale Facility Agreement means the facility agreement dated on or about the date of this Deed between the Company and the Affiliates of the Company listed in Part I of Schedule I (*The Original Obligors*) of the Burdale Facility Agreement as Borrowers and each of the parties listed therein as Guarantors and Burdale Financial Limited as Agent, Security Trustee, Arranger and Original Lender

Cash Collateral means up to £4,150,000 of cash to be deposited with the Agent either with the Agent itself or by means of a transfer or payment into an account of the Agent with another institution

Charged Accounts means the Other Accounts

Charged Property means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by this Deed (and including the Mortgaged Property) and references to the Charged Property include references to any part of it

Contracts means the contracts and/or agreements of a Chargor entered into from time to time (including the IP Licences)

Dangerous Substance means any substance of whatever kind and form and in whatever combination capable of causing harm to any lifeform or the environment

Deed of Accession means a deed of accession substantially in the form set out in Schedule 9 (*Deed of Accession*)

Event of Default means any of the events set out in clause 7.1 (*Repayment of Loan Notes*) of the Loan Note Instruments

Environmental Law means

- (a) all laws, regulations, directives, statutes and any guidance, circular or regulations issued under any of them,
- (b) subordinate legislation, common law, equity,
- (c) international, national and local laws, and
- (d) judgments, orders, instructions or awards of any court or competent authority,

in each case concerning

- (i) the protection of, or compensation for damage to, human health, the environment or the condition of any work place, and/or
- (ii) the generation, dealing with or disposal of any Dangerous Substance

Environmental Licence means any consent, approval, authorisation, licence, permission, or registration required by any Environmental Law

Environmental Proceedings means any civil, judicial, regulatory or administrative proceedings, suit or action or other enforcement process brought or taken under any Environmental Law (including any enforceable and binding written demand or notice requiring the carrying out of any Remedial Works)

Equipment means

- (a) all present and future plant, machinery, equipment,
- (b) all computers, computer hardware and software (whether owned or licensed), vehicles, tools and furniture,
- (c) all fixtures and all attachments, all accessories and property (other than Fixtures) now or in future relating to any property or used in connection with a Chargor's business and replacements and substitutions for any of them wherever located,

in each case save to the extent that any such items form part of the relevant Chargor's stock in trade

Existing Cash Collateral Loan Note Instrument means the loan note instrument entered into by Darius Capital Limited on 21 May 2014 in relation to loan notes with a value of £3,033,886

Finance Document means the Loan Note Instruments, the Loan Notes and this Deed

Fixtures means all fixtures and fittings (including fixtures and fittings of trade) and fixed plant and machinery on any Mortgaged Property

Group means the Company and its Subsidiaries from time to time

Group Shares means in relation to any Chargor

- (a) the shares specified as belonging to that Chargor in Schedule 4 (*Group Shares*),
- (b) the shares specified as belonging to that Chargor in Part II of the Schedule to any Deed of Accession, and
- (c) all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the relevant Chargor from time to time

Insurances means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest)

Intellectual Property means any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, rights in inventions, confidential information (including customer lists, market reports and statistics and any other information which a business would normally treat as confidential for the purposes of its business), database rights, rights in Know-how (and all rights in relation to it), business names, trade names, brand names, domain names (and the rights of a registrant therein) copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Scheduled Intellectual Property

Intercreditor Agreement means an intercreditor agreement originally dated 21 May 2014 and made between (1) the Company, (2) the Beneficiaries and (3) Burdale Financial Limited in its capacity as Agent as amended and restated dated on or about the date of this Deed

IP Licences means the benefit (subject to the burden) of any and all agreements, arrangements and licences conferring any right under or in relation to any of the Intellectual Property upon any of the Chargors

Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by any Chargor and relating to its business, which is not in the public domain

Loan Notes means each loan note issued under a Loan Note Instrument

Loan Note Instruments means each of the New Cash Collateral Loan Note Instrument, the

Scheduled Intellectual Property means the Intellectual Property (if any) specified in Part I of Schedule 6 (*Scheduled Intellectual Property*) and in Part IV(a) of the Schedule to any Deed of Accession

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever, of each Chargor to any Beneficiary under the Loan Notes or any similar loan agreement including but not limited to any loan made by the Naggar Family to any Chargor

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any arrangement having similar effect

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been finally, irrevocably and unconditionally satisfied in full

Security Shares means the Group Shares and the Related Rights and, in the case of a particular Chargor at any time, means those Group Shares held by that Chargor at the relevant time, together with all Related Rights in respect of such Group Shares

Shareholder Loan Note Instrument means the loan note instrument entered into by Darius Capital Limited 28 March 2007 in relation to loan notes with a value of £1,022,835

Specified Equipment means the Equipment (if any) specified in Schedule 5 (*Specified Equipment*) and in Part III of the Schedule to any Deed of Accession

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (or its equivalent in any jurisdiction)

12 Construction

(a) Any reference in this Deed to

- (i) **assets** includes present and future properties, revenues and rights of every description,
- (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration,
- (iii) the **Loan Note Instrument** or any other agreement or instrument is a reference to the **Loan Note Instrument** or other agreement or instrument as amended or novated,
- (iv) **including** shall be construed without limitation,
- (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (vi) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing,
- (vii) a **receiver** includes any receiver, receiver and manager or administrative receiver,
- (viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental

or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,

- (ix) a provision of law is a reference to that provision as amended or re-enacted,
 - (x) words importing the singular shall include the plural and vice versa,
 - (xi) a charge or mortgage of any freehold, heritable or leasehold property or of any property held under a lease or sub-lease includes all Premises and Fixtures (excluding tenant's fixtures in relation to property sublet to a third party) on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title (or any monies paid or payable in respect of them) given or entered into by any predecessor of the Chargor in title in respect of that property, and
 - (xii) any party or person includes any person deriving title from it or any successor, transferee or assignee
- (b) Clause and Schedule headings are for ease of reference only
 - (c) An Event of Default is *continuing* if it has not been waived in writing or cured to the satisfaction of the Beneficiaries
 - (d) Capitalised terms defined in the Loan Note Instruments have the same meaning when used in this Deed unless the context requires otherwise
 - (e) If at any time the Company is the only Chargor the references in this Agreement to **Chargors** shall, whilst such circumstance is continuing, be construed accordingly
 - (f) The terms of the other Finance Documents and of any side letters between the parties to this Deed in relation to the Finance Documents are incorporated in this Deed to the extent required for any actual or purported disposition of the Mortgaged Property in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
 - (g) Every disposition effected by this Deed in respect of the Mortgaged Property is made with full title guarantee. The other terms of this Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants except that the covenants so implied shall be construed with the omission of section 6(2) of that Act
 - (h) Each of the charges in Clause 2 (*Fixed 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 both to present and future assets
 - (i) In the event of any conflict between the provisions of this Deed and the provisions of the Loan Note Instruments the provisions of this Deed shall prevail
 - (j) This Deed is subject to the terms of the Intercreditor Agreement

13 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or enjoy the benefit of any term of this Deed

- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

2 FIXED SECURITY

2 1 Each Chargor, as security for the payment and performance of the Secured Liabilities

- (a) charges in favour of the Security Trustee by way of a first legal mortgage the Mortgaged Property and all other interests in any freehold or leasehold property now or in the future belonging to it, and
- (b) charges in favour of the Security Trustee by way of a first fixed charge and grants a Security Interest upon
- (i) all Equipment now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future and all spare parts and replacements for all modifications and additions to such Equipment (other than any Specified Equipment effectively mortgaged to the Security Trustee by way of a first legal mortgage pursuant to Clause 2 1(c)),
 - (ii) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (iii) its goodwill and its rights in relation to uncalled capital both present and future,
 - (iv) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor (but excluding the Other Accounts and any amounts standing to the credit thereof),
 - (v) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in Clause 2(b)(iv),
 - (vi) its rights under any hedging arrangements and other Contracts,
 - (vii) any of its beneficial interest, claim or entitlement in any pension fund and in relation to any Tax or VAT (whether a claim in respect of a refund or return of Tax or VAT or otherwise),
 - (viii) the benefit of all permissions and authorisations of whatsoever nature and whether statutory or otherwise held in connection with its business or the use of any Charged Property which is the subject of the charges created by this clause 2 and the right to recover and receive all compensation which may be payable to it in relation to those permissions and authorisations,
 - (ix) the Intellectual Property now or in the future held by it, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever),
 - (x) all Group Shares held now or in the future by it and/or any nominee on its behalf,
 - (xi) all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, and
 - (xii) the Cash Collateral,

PROVIDED THAT

- (xiii) whilst no Event of Default is continuing, all Related Rights referred to in Clause 2 1(xi) shall be paid directly to the relevant Chargor (in which case the Security

Trustee or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Security Trustee, the Security Trustee shall pay the relevant amount to the relevant Chargor, and

- (xiv) subject to Clause 5 5(c), until the Beneficiaries have exercised their rights under Clause 7 1 (*Repayment of Loan Notes*) of the Loan Note Instruments, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor,
- (c) mortgages and charges and agrees to mortgage and charge to the Security Trustee by way of first mortgage all of its right, title and interest in and to
 - (i) the Specified Equipment, and
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

3 FLOATING CHARGE

3.1 Floating Charge

Each Chargor as security for the payment and performance of the Secured Liabilities charges in favour of the Security Trustee by way of a floating charge and grants a Security Interest upon

- (a) all its other assets and undertaking not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 2 1 (*Fixed Security*),
- (b) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland, and
- (c) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction

3.2 Conversion by notice

The Security Trustee may by notice to any Chargor convert the floating charge created by such Chargor under this Deed into a fixed charge in relation to all or any of such Chargor's assets specified in the notice if

- (a) the Security Trustee has reasonable grounds for considering those assets to be in jeopardy, by legal process or otherwise, or
- (b) an Event of Default has occurred, or
- (c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or that such a petition has been presented or such an administrator has been appointed) or to wind up such Chargor (or that such a petition has been presented), other than in respect of any corporate action, legal proceedings, procedure or step which is frivolous or vexatious which is discharged, stayed or dismissed within 14 days of commencement of the proceedings

3 3 Automatic conversion

Subject to the Insolvency Act 1986 and Clause 3 5 (*Insolvency Act 1986*), the floating

charges created by this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of any Chargor

- (a) on a resolution being passed or an order being made for the winding up, dissolution, or administration of such Chargor,
- (b) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to such Chargor,
- (c) on any person levying or attempting to levy any distress, execution or other process against any Charged Property but conversion will only take place in respect of the relevant Charged Property,
- (d) on such Chargor stopping making payments to its creditors generally or giving notice to creditors generally that it intends to stop payment,
- (e) on the holder of any other Security Interest over the Charged Property whether ranking in priority to or *par passu* with or after the charges and security contained in this Deed or such Chargor appointing, or requesting the appointment of, an administrator or receiver in respect of such Chargor, provided that if a request is made by such holder of any other Security Interest but it is or shall be considered frivolous or vexatious such request shall not give rise to automatic crystallisation as set out in this Clause 3 3(e), or
- (f) any floating charge granted by such Chargor to any third party crystallising for any reason whatsoever

3 4 No waiver

The giving by the Security Trustee of a notice pursuant to Clause 3 2 (*Conversion by notice*) in relation to any class of any Chargor's assets, rights and property shall not be construed as a waiver or abandonment of the Security Trustee's rights to give other similar notices in respect of any other class of assets

3.5 Insolvency Act 1986

- (a) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created by Clause 3 1 (*Floating Charge*)
- (b) The floating charges created pursuant to Clause 3 1 (*Floating Charge*) may not be converted into fixed charges solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 1986

4 ASSIGNMENTS

4 1 Assignments

Each Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities assigns and agrees to assign to the Security Trustee absolutely all its rights, title interest and benefit in and to

- (a) its Contracts, and

- (b) its Insurances

Provided that until enforcement the relevant Chargor shall be entitled to continue to deal with the Contracts and the Insurances and the counterparties to each of them on a basis otherwise consistent with this Deed

4.2 Alternative Assignments

To the extent that any such right, title and interest described in Clause 4.1 (*Assignments*) is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.1 (*Assignments*) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Assigned Agreement or be awarded or entitled to in respect of such Assigned Agreements as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Security Trustee

4.3 Exercise of Rights

- (a) Subject to the provisions of the Finance Documents, prior to the occurrence of an Event of Default which is continuing, the Security Trustee shall permit the relevant Chargor to exercise all rights under any Assigned Agreement to which it is a party
- (b) The Chargors send copies of all notices and other information received under the Assigned Agreement to the Security Trustee as soon as reasonably practicable following receipt of the same

5 UNDERTAKINGS

5.1 Duration

The undertakings in this Clause 5 shall remain in force throughout the Security Period and are given by each Chargor to the Security Trustee for and on behalf of itself and each other Beneficiary

5.2 General

- (a) **Book debts and receipts** Each Chargor shall collect and realise its Book Debts and other monies and receipts in accordance with the Burdale Facility Agreement. Other than in accordance with the Burdale Facility Agreement, no Chargor shall sell, discount, factor or otherwise dispose of any Book Debts, monies, receipts or proceeds (except in favour of the Security Trustee itself) or, except for any steps necessary to secure the collection of such Book Debts, monies, receipts or proceeds from the persons liable for payment thereof in the ordinary course of business, take any other action whatsoever with respect thereto
- (b) **Covenant to perform** Each Chargor shall continuously comply with the terms (both express and implied) of this Deed and the Assigned Agreements
- (c) **Restrictions on dealings** No Chargor shall
 - (i) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest, or
 - (ii) sell, transfer, grant, lease or otherwise dispose of any Charged Property, other than any sale, lease, transfer or other disposal permitted by the Burdale Facility Agreement

5 3 Mortgaged Property

- (a) **Deposit of Title Deeds** The Chargors shall deposit and shall procure that all deeds and documents of title relating to its Mortgaged Property and any property comprised within Clause 5 4 (*Future Acquisitions and Legal Mortgage*) are deposited with the Security Trustee or held pursuant to a solicitor's undertaking which is satisfactory to the Security Trustee in its absolute discretion
- (b) **Environmental matters** Each Chargor shall
- (i) comply with all applicable Environmental Law including the obtaining of, and compliance with, all requisite Environmental Licences (as varied from time to time),
 - (ii) as soon as reasonably practicable inform the Security Trustee
 - (1) of any actual Environmental Proceedings or, as soon as it becomes aware, of any potential Environmental Proceedings involving it, and
 - (2) upon receipt, of any communication of whatsoever nature, whether specific or general and whether from a third party or competent regulatory authority, served on it concerning any alleged breach of any Environmental Law or non-compliance with any Environmental Licence which, if determined against it, could have a Material Adverse Effect,
 - (iii) immediately inform the Security Trustee if it becomes aware that any of the Mortgaged Property or any other property owned or occupied by any Chargor is likely to be entered on any register relating to land use or to Remedial Works affecting land and waters (including registers held by any competent regulatory authority under section 78R of the Environmental Protection Act 1990 or Section 190 of the Water Resources Act 1991),
 - (iv) immediately inform the Security Trustee of the presence of any Dangerous Substance in, on, at or under or migrating onto or from any Mortgaged Property or any other property owned or occupied by any Chargor or of any other circumstance, event or incident which is likely to give rise to any Environmental Proceedings, and
 - (v) as soon as reasonably practicable inform the Security Trustee of any actual or proposed variation, modification or revocation of any requisite Environmental Licence held by such Chargor and of any refusal to grant or transfer to the Chargor any Environmental Licence required by it for the purpose of its business
- (c) **Lease and covenant compliance** Each Chargor shall
- (i) perform all the terms on its part contained in any lease or agreement for lease comprising a Mortgaged Property or to which the Mortgaged Property is subject,
 - (ii) not do or omit to do anything as a result of which any lease or agreement for lease comprising Mortgaged Property or any Premises or to which the Mortgaged Property or Premises is subject may become forfeit, irritable or otherwise determinable, and
 - (iii) properly perform (and indemnify the Secured Parties for any breach of) any covenants and stipulation of whatsoever nature affecting the Mortgaged Property
- (d) **Notices** Within 10 days after the receipt by a Chargor of any application, requirement,

order or notice served or given by any public, local or other authority relating to any Mortgaged Property, such Chargor shall

- (i) deliver a copy to the Security Trustee, and
 - (ii) inform the Security Trustee of the steps taken or proposed to be taken by way of compliance
- (e) **Power to Remedy** In case of default by any Chargor in performing any obligation or other covenant affecting the Mortgaged Property, that Chargor shall permit the Security Trustee or its agents and contractors
- (i) to enter the Mortgaged Property,
 - (ii) to comply with or object to any notice served on any Chargor relating to the Mortgaged Property, and/or
 - (iii) to take any action the Security Trustee may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice
- (f) **Repair** The Chargors shall keep the Mortgaged Property, Premises and Fixtures in good and substantial repair and condition and decorative order

5.4 Future Acquisitions and Legal Mortgage:

Each Chargor shall

- (a) notify the Security Trustee promptly on the acquisition by it of any freehold, heritable or leasehold or other interest in property or of any property held under a lease or sub-lease (and for the purposes of this Clause 5.4 the date of exchange of contracts for such an acquisition shall be deemed to be the date of acquisition),
- (b) upon demand by the Security Trustee execute and deliver, at its cost, a legal mortgage or, in the case of property located in Scotland or otherwise governed by Scots law, a standard security and/or an assignation of rents and/or a Scots law limited assets floating charge in favour of the Security Trustee of any freehold, heritable or leasehold or other interest in property or of any property held under a lease or sub-lease which becomes vested in it after the date of this Deed, and
- (c) in any event, if applicable, give The Land Registry written notice of this Deed and procure that notice of it be duly noted in the Registers to each such title

5.5 Security Shares

- (a) Each Chargor on entry into this deed shall deposit with the Security Trustee, or as the Security Trustee may reasonably direct, all bearer instruments, share certificates and other documents of title or evidence of ownership in relation to the Group Shares owned by it or in which it has or acquires an interest and their Related Rights and shall execute and deliver to the Security Trustee all such share transfers and other documents as the Security Trustee requests in order to enable the Security Trustee or its nominees to be registered as the owner or otherwise to obtain a legal title to the same and, without limiting the generality of the foregoing, shall deliver to the Security Trustee on the date of this deed executed share transfers for all Group Shares in favour of the Security Trustee and/or its nominee(s) as transferees or, if the Security Trustee so directs, with the transferee left blank and shall procure that all such share transfers are at the request of the Security Trustee forthwith registered by the relevant company and that share certificates in the name of the Security Trustee and/or such nominee(s) in respect of all Group Shares are forthwith delivered to the Security

Trustee

- (b) Each Chargor shall provide the Security Trustee with certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Trustee may reasonably require
- (c) The Security Trustee and its nominee may at any time following an Event of Default is continuing exercise or refrain from exercising (in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority from each Chargor and irrespective of any direction given by any Chargor) in respect of the Security Shares any voting rights and any powers or rights under the terms of the Security Shares or otherwise which may be exercised by the person or persons in whose name or names the Security Shares are registered or who is the holder thereof, including all the powers given to trustees by the Trustee Act 2000 PROVIDED THAT in the absence of notice from the Security Trustee each Chargor may and shall continue to exercise any and all voting rights with respect to the Group Shares subject always to the terms of this Deed. No Chargor shall without the previous consent in writing of the Security Trustee exercise the voting rights attached to any of the Group Shares in favour of resolutions if such resolution has the effect of changing the terms of the Group Shares (or any class of them) or any Related Rights or prejudicing the security under this Deed or impairing the value of the Security Shares. Each Chargor hereby irrevocably appoints the Security Trustee or its nominees as proxy to exercise (as provided in or permitted by this Deed) all voting rights so long as the Group Shares belonging to it remain registered in its name
- (d) Each Chargor during the continuance of this security will make all payments which may become due in respect of any of the Security Shares and, in the event of default in making any such payment, the Security Trustee may if it thinks fit make such payment on behalf of each Chargor. Any sums so paid by the Security Trustee or any other Beneficiary shall be repayable by the relevant Chargor to the Security Trustee on demand and pending such repayment shall constitute part of the Secured Liabilities
- (e) It is expressly agreed that, notwithstanding anything to the contrary contained in this Deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Security Shares and the Security Trustee shall not be under any obligation or liability by reason of or arising out of the security over the Security Shares conferred by this Deed. The Security Trustee shall not be required in any manner to perform or fulfil any obligation of any Chargor in respect of the Security Shares, or to make any payment, or to receive any enquiry as to the nature or sufficiency of any payment received by them, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which they may have been or to which they may be entitled under this Deed at any time or times
- (f) Following an Event of Default the Security Trustee shall be entitled to put into force and exercise immediately as and when it may see fit any and every power possessed by the Security Trustee by virtue of the security over the Security Shares conferred by this Deed or available to a secured creditor (so that Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security) and in particular (without limitation)
 - (i) to sell all or any of the Security Shares in any manner permitted by law upon such terms as the Security Trustee shall in its absolute discretion determine,
 - (ii) to collect, recover or compromise and give a good discharge for any monies payable to any Chargor in respect of the Security Shares or in connection therewith, and
 - (iii) to act generally in relation to the Security Shares in such manner as the Security Trustee acting reasonably shall determine

Each Chargor agrees that the enforceability of the security over the Security Shares conferred by this Deed is not dependent on the performance or non-performance by the Security Trustee of its obligations under any agreement with any Chargor

- (g) Immediately on conversion of any of the Group Shares from certificated to uncertificated form, and on the creation or conversion of any other securities which are for the time being comprised in the Security Shares in or into uncertificated form, the relevant Chargor shall give such instructions or directions as the Security Trustee may require in order to protect or preserve its security
- (h) Each Chargor shall, immediately upon receipt of any certificate or other document evidencing any entitlement to further Security Shares, deposit it with the Security Trustee together with such share transfer forms in blank and other documents as the Security Trustee may require

5 6 Opening of Accounts

- (a) The Chargors shall maintain the Charged Accounts and execute all deeds and documents and do all other acts and things required by the Security Trustee in connection with them and the Chargors shall maintain such accounts until the security constituted by this Deed has been discharged
- (b) Until the security constituted by this Deed is discharged, no Chargor shall maintain any bank accounts which are not Charged Accounts

5 7 Operation of Other Accounts

Until notified by the Security Trustee in writing to the contrary, the Chargors shall be entitled to operate the Other Accounts PROVIDED THAT

- (a) the Other Accounts each retain a credit or zero balance at all times,
- (b) the Chargors shall not and shall procure that no other person shall deposit or transfer any monies into the Other Accounts other than any Other Account, and
- (c) the Chargors shall not at any time transfer the whole or any part of the amounts standing to the credit of any Other Account to any other bank account other than to another Charged Account or in the ordinary course of business

5 8 Intellectual Property

- (a) Without prejudice to Clause 13 (*Further Assurances*), each Chargor shall at its own expense promptly execute any document and do all assurances acts and things as the Security Trustee may require to procure that the security created by this Deed over the Intellectual Property specified in Part I of Schedule 6 (Scheduled Intellectual Property) is recorded as soon as possible by the Security Trustee in each register in each jurisdiction in which any such Intellectual Property is registered
- (b) Without prejudice to Clause 13 (*Further Assurances*), if after the date of this Deed, any Chargor (i) proposes to register any existing Intellectual Property right in any register in which it is not already identified as being registered in or (ii) proposes to apply to register any Intellectual Property right not existing on the date of this Deed, such Chargor shall notify the Security Trustee and, if the Security Trustee so requires and promptly notifies the Chargor, such Chargor shall ensure that application is made for the security created by this Deed to be recorded, and that any such security is recorded, at the same time as the application or registration (as the case may be) of such Intellectual Property
- (c) Each Chargor will make such registrations and pay such fees, renewal fees,

registration taxes and similar amounts as are necessary to keep its Intellectual Property in force

- (d) Each Chargor will take such steps as are necessary (including the institution of legal proceedings) to police its Intellectual Property in any territories which are material to its business to ensure proper use of them and to prevent third parties infringing them and take such other steps as are reasonably practicable to maintain and preserve its interests in its Intellectual Property including applying to register any interests therein in any relevant register
- (e) No Chargor will do anything nor use its Intellectual Property in any way which could reasonably be expected to have a Material Adverse Effect
- (f) No Chargor shall, without the prior written consent of the Security Trustee, permit any of its Intellectual Property which is registered or subject to an application for registration and which is necessary for the operations of the Group to be abandoned or cancelled, to lapse
- (g) No Chargor shall, without the prior written consent of the Security Trustee, sell, transfer, license or otherwise dispose of any Intellectual Property
- (h) Without prejudice to Clause 5.8(b), if any Intellectual Property which a Chargor believed was owned wholly within the Group (other than any Intellectual Property that is owned by a member of the Group that is party to the Security Agreement) is not owned only by one or more of the Chargors, the Company shall procure that such Intellectual Property is brought within the scope of the security created by this Deed by ensuring that such Intellectual Property is transferred to a Chargor or by requiring the owning entity or entities to enter into a Deed of Accession as provided for in Clause 13.2 (*Further Subsidiaries*)

5.9 Equipment

- (a) Each Chargor shall keep its Equipment in good repair, working order and condition and fit for its purpose and shall not permit the same to be handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable
- (b) No Chargor will, without the prior written consent of the Security Trustee, make any modification or permit any modification to be made to the Specified Equipment if the effect of such modification may be to reduce the value of the Specified Equipment
- (c) No Chargor will permit or procure any Specified Equipment to be taken out of England and Wales without the prior written consent of the Security Trustee and then subject only to such further terms (including the creation of security and provision of a satisfactory legal opinion in relation to that new security) as the Security Trustee may require
- (d) Each Chargor will promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Premises and the Equipment and on demand produce evidence of such payment to the Security Trustee
- (e) Each Chargor will obtain all authorisations from time to time required for the use and operation of the Equipment and not to do or permit to be done any act or omission whereby the Equipment or the use of it would contravene regulations for the time being in force
- (f) Each Chargor will forthwith notify the Security Trustee of any loss, theft, damage or destruction to the Specified Equipment

- (g) Each Chargor will give the Security Trustee such information concerning the location, condition, use and operation of the Specified Equipment as the Security Trustee may require and to permit any persons designated by the Lender at all reasonable times to inspect and examine the Specified Equipment and the records maintained in connection with it
- (h) Each Chargor will ensure that the Premises are suitable for the use or storage of the Specified Equipment, and will keep the Specified Equipment at the Premises
- (i) Each Chargor will procure in favour of the Security Trustee from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in any real or personal property to which the Specified Equipment might become affixed, or with which title to the Specified Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Security Trustee's rights in the Specified Equipment and, in particular, but without limitation to the generality of the foregoing, the right of the Security Trustee, its delegates or agents to enter upon any such property to remove the Specified Equipment notwithstanding that it might be affixed to, or have merged with, any real or personal property

5.10 Notice of fixed charge over Tax and VAT to HMRC

On execution of this Deed each Chargor shall promptly notify HM Revenue and Customs of the fixed charges created pursuant to Clause 2 1(b)(vii)

6 WHEN SECURITY BECOMES ENFORCEABLE

Subject to the terms of the Intercreditor Agreement, the security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default. During that period, the Security Trustee may in its absolute discretion enforce all or any part of the security in any manner it sees fit

7 ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due on the date of this Deed
- (b) Section 103 of the Law of Property Act (restricting the power of sale) and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) do not apply to the security constituted by this Deed
- (c) The statutory powers of leasing conferred on the Security Trustee are extended so that, without the need to comply with any provision of section 99 or 100 of the Law of Property Act 1925, the Security Trustee is empowered to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit

7.2 Agent of the Chargors

For all purposes each Receiver is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. Every Receiver shall be the agent of the Chargor in respect of which he was appointed unless and until a liquidator shall be appointed of that Chargor, where after such Receiver shall act as principal but shall not become the agent of the Security Trustee. That Chargor alone shall be responsible for the Receiver's contracts, engagements, commissions, omissions, defaults and losses and for

liabilities incurred by him save as may arise through the Receiver's gross negligence or wilful misconduct. The Security Trustee shall not incur any liability of whatsoever nature (either to the Chargors or to any other person) by reason of the Security Trustee making his appointment as a Receiver or for any other reason.

7.3 Mortgagee in Possession - No Liability

Neither the Security Trustee nor any Receiver will be liable, by reason of entering into possession of any Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

7.4 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers when such receivers have been duly appointed under that Act, except that section 103 of that Act does not apply.

7.5 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or a Receiver or its or his agents need enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power purported to be exercised has become exercisable,
- (c) whether any money remains due, or
- (d) how any money paid to the Security Trustee or to the Receiver is to be applied

7.6 Redemption of prior Mortgages

At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may, in the case of the Security Trustee at the sole cost of the Chargors (payable to the Security Trustee on demand) and in the case of a Receiver as an expense of the Receiver's receivership

- (a) redeem any interest by way of security for the time being and from time to time ranking in point of security in priority to any of the security constituted by this Deed, and/or
- (b) (in the case of a redemption by the Security Trustee) procure the transfer of that interest by way of security to itself, and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors

8 RECEIVER

8.1 Appointment of Receiver

At any time after the security constituted by this Deed becomes enforceable, or, at any time if so requested by any Chargor in writing, the Security Trustee may (but shall not be obliged) without further notice from time to time, and notwithstanding that, if such be the case, one or more than one Receiver shall have been appointed in respect of all or any of the Charged Property pursuant to this clause and not removed from such Charged Property, appoint in writing, under the hand of any manager of the Security Trustee, a Receiver of the Charged

Property or part of it and, where so requested by a Chargor, whether or not the relevant Charged Property shall belong to that Chargor, but, in the circumstances described in Clause 3 2(a), only over the Charged Property specified in the notice referred to in that clause. The Security Trustee may not exercise the rights conferred by this Clause 8 1 to the extent to which such exercise would be inconsistent with any law or regulation

8 2 Relationship with the Security Trustee

To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (be it express or implied) upon a Receiver of any Charged Property may, after the security created by this Deed has become enforceable, be exercised by the Security Trustee in relation to any Charged Property either

- (a) without first appointing a Receiver, or
- (b) notwithstanding the appointment of a Receiver

8 3 Removal

The Security Trustee may by writing under its hand (subject to Section 45 of the Insolvency Act 1986)

- (a) remove any Receiver appointed by it, and
- (b) whenever it deems it necessary or desirable, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

8 4 Remuneration

The Security Trustee may, from time to time, fix the remuneration of any Receiver and direct payment of the same out of monies accruing to him in the exercise of his powers, authorities and discretions by or pursuant to this Deed, but the Chargor in respect of which any Receiver shall have been appointed shall alone be liable for the payment of that remuneration

9. POWERS OF RECEIVER

9 1 General

- (a) In addition to those conferred by the Law of Property Act 1925 on any receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this Deed. The powers, authorities and discretions conferred by or pursuant to this Deed in relation to the Charged Property on the Security Trustee or any Receiver shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the Law of Property Act 1925, and, where there is any ambiguity or conflict between the powers, authorities and discretions contained in that Act and those conferred by or pursuant to this Deed, the terms of this Deed shall prevail
- (b) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receivers
- (c) A Receiver who is an administrative receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986

- (d) A Receiver may, in the name of the relevant Chargor if he so wishes
- (i) do all other acts and things which he may consider necessary or desirable for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed, and
 - (ii) do and exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising as if he were its absolute beneficial owner

9 2 Carry on Business

A Receiver may carry on, manage or concur in the carrying on or managing of, the business for the time being and from time to time of the relevant Chargor in such manner as he may think fit, including, without limitation, power to perform, repudiate, rescind, compromise, amend or vary any contract, instrument or agreement to which the relevant Chargor shall for the time being and from time to time be a party

9 3 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating in any way to any Charged Property

9 4 Employees

Either in connection with any exercise by the Receiver of his powers by or pursuant to this Deed or otherwise for any purpose connected with any of the Charged Property, a Receiver may

- (a) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper, and
- (b) discharge any such persons appointed by the relevant Chargor

9 5 Leases

A Receiver may grant, or concur in the grant of, any leases or licences of any Charged Property for any term on any terms which he thinks fit (including at a rent or fee with or without a premium) and may accept a surrender of any lease or licence of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or licensee on a surrender)

9 6 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings to the relevant Chargor or its Charged Property as he thinks fit

9 7 Possession

A Receiver may take immediate possession of, get in, and/or collect the Charged Property of the relevant Chargor and, for that purpose, to enter upon its property or any other premises at which its Charged Property is for the time being and from time to time located and sever, dismantle or remove the same or any fixtures for the time being and from time to time from such Charged Property without being liable for any loss or damage thereby occasioned

9 8 Protection of Assets

A Receiver may, in each case as he may think fit

- (a) make and effect, and concur in the making and effecting of, all repairs, maintenance, decoration, provision of all services (including lighting, heating and cleansing) structural and other alterations, improvements, additions and development in or to the Charged Property and do anything else in connection with the Charged Property which he may think fit or which he may deem proper for the efficient use or management of the Charged Property, as well as for the protection as for the improvement of the Charged Property or for the protection of the security hereby constituted,
- (b) commence and/or complete any building operations on the Mortgaged Property, or other Charged Property,
- (c) apply for and maintain any planning permission, building regulation, approval or any other permission, consent or licence in relation to the Charged Property, and
- (d) effect and maintain the Insurances

9 9 Receipts

A Receiver may give valid receipts for all monies and execute all deeds or documents (with full power to convey any assets sold in the name of the relevant Chargor) as may be necessary or appropriate in the name of, or on behalf of the relevant Chargor for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and to use the name of the relevant Chargor for all or any of such powers, authorities and discretions, for which purpose the relevant Chargor hereby irrevocably appoints every such Receiver to be its attorney

9 10 Sale of assets

A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction, tender or private treaty in any manner and on any terms and with or without such advertisement and in such lot or lots and together or separately as the Receiver thinks fit The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver thinks fit Fixtures may be severed and sold separately from the property containing them without the consent of the relevant Chargor

9 11 Subsidiaries

A Receiver may promote the formation or purchase of, or concur in the promotion of the formation or purchase of, a subsidiary and/or subsidiaries of any Chargor with a view to the same purchasing, leasing, licensing or otherwise acquiring all or any of the assets of that Chargor and the Receiver may sell, lease, license or otherwise dispose all or any of the assets of that Chargor to such subsidiary or subsidiaries on such terms as he shall think fit

9 12 Exercise of Rights

A Receiver may exercise or permit the relevant Chargor or any nominee of the relevant Chargor to exercise any powers or rights incidental to the ownership of its Charged Property in such manner as the Receiver may think fit and, in particular (as regards any shares, stock or other securities for the time being and from time to time included in its Charged Property), any rights for the time being and from time to time attached thereto

9 13 Uncalled capital

A Receiver may call up all or any portion of any uncalled capital of a Chargor

9 14 Professional advice

A Receiver may appoint a solicitor or accountant or other professionally qualified person to advise or assist it in the exercise of any of the powers, authorities and discretions by or pursuant to these presents or otherwise for any purpose connected with its Charged Property, and may discharge any such person

9 15 Seal

A Receiver may use a Chargor's seal

9 16 Intellectual Property

- (a) A Receiver may, in addition to the rights and powers conferred in relation to Intellectual Property under Clauses 9 1 to 9 15, in respect of any Intellectual Property
 - (i) make such registrations and pay such fees, renewal fees, registration taxes and similar amounts as he thinks fit to keep such Intellectual Property in force,
 - (ii) take such steps as he thinks fit (including the institution of legal proceedings and the incurring of advertising expenditure) to police such Intellectual Property in any territory and to prevent third parties infringing it and otherwise to maintain and preserve its value, and
 - (iii) if he thinks fit, abandon or cancel such Intellectual Property or permit its registration (or application for registration) in any jurisdiction to lapse or to permit it to become liable to a claim for abandonment for non-use or otherwise
- (b) To the extent that applicable law imposes duties on a Receiver to exercise remedies in respect of any Intellectual Property in a commercially reasonable manner (which duties cannot be waived under such law), each Chargor acknowledges and agrees that it is not commercially unreasonable for Receiver
 - (i) to fail to incur expenses reasonably deemed significant by the Receiver to prepare Intellectual Property for disposition,
 - (ii) to obtain or, if not required by other law, to fail to obtain consents of any governmental authority or other third party for the collection or disposition of Intellectual Property to be collected or disposed of,
 - (iii) to advertise dispositions of Intellectual Property through publications or media of general circulation,
 - (iv) to contact other persons, whether or not in the same business as Chargors for expressions of interest in acquiring all or any portion of the Intellectual Property,
 - (v) to hire one or more professional auctioneers to assist in the disposition of Intellectual Property, whether or not the Intellectual Property is of a specialised nature,
 - (vi) to dispose of Intellectual Property by utilising Internet sites that provide for the auction of assets of the types included in the Intellectual Property or that have the reasonable capability of doing so, or that match buyers and sellers of assets
 - (vii) to disclaim disposition warranties,

- (viii) to purchase insurance or credit enhancements to insure a Receiver against risks of loss, collection or disposition of Intellectual Property or to provide to a Receiver a guaranteed return from the collection or disposition of Intellectual Property,
 - (ix) to the extent deemed appropriate by a Receiver, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist a Receiver in the collection or disposition of any of the Intellectual Property
- (c) Each Chargor acknowledges that the purpose of this Clause 9 16 is to provide non-exhaustive indications of what actions or omissions by a Receiver would not be commercially unreasonable in a Receiver's exercise of remedies against the Intellectual Property and that other actions or omissions by a Receiver shall not be deemed commercially unreasonable solely on account of not being indicated in this Clause 9 16. Without limitation of the foregoing, nothing contained in this Clause 9 16 shall be construed to grant any rights to any Chargor or to impose any duties on a Receiver that would not have been granted or imposed by this Deed or by applicable law in the absence of this Clause 9 16

10. APPLICATION OF PROCEEDS

Subject to the Intercreditor Agreement, any monies received by the Security Trustee or any Receiver after this Deed has become enforceable shall be applied in the following order of priority (but without prejudice to the right of the Security Trustee to recover any shortfall from the Chargors)

- (a) in satisfaction of or provision for all costs and expenses incurred by the Security Trustee or any Receiver and of all remuneration properly due to any Receiver under this Deed,
- (b) in or towards payment of the Secured Liabilities or such part of them as is then due and payable to the Secured Parties in accordance with the Loan Note Instruments, and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it

11. EXPENSES AND INDEMNITY

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Security Trustee, or any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same

12. DELEGATION

The Security Trustee and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including under the hand of any manager of the Security Trustee) to any person any right, power or discretion exercisable by the Security Trustee or such Receiver (as the case may be) under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Security Trustee or such Receiver (as the case may be) may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed

13 FURTHER ASSURANCES

13.1 General

Each Chargor shall, at its own expense, execute and do all such acts, deeds and things (including payment of all stamp duties, stamp duty land tax and registration fees) the Security Trustee or a Receiver may reasonably require for

- (a) fully and effectively creating, perfecting or better perfecting or protecting or better protecting and/or registering the security intended to be created by this Deed or any standard security (and/or assignation of rents relating to property located in Scotland) over any Charged Property, and
- (b) after the security constituted by this Deed has become enforceable, facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Charged Property, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think necessary or desirable

13.2 Further Subsidiaries

- (a) Each Chargor undertakes to ensure that each company which becomes a Subsidiary (whether direct or indirect) of any Chargor after the date of this Deed, other than any Subsidiary that is non-trading or dormant, shall, as soon as reasonably practicable upon being required to do so by the Security Trustee execute a Deed of Accession in substantially the form set out in Schedule 9 (*Deed of Accession*) (and such other security documents in relation to property located in any jurisdiction other than England and Wales required by the Finance Documents or the Security Trustee) and such company shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession)
- (b) The Security Trustee may specify any amendments or changes to the form or manner in which any such new Chargor gives such security provided it is no more onerous than the terms hereof or, in the case of property located in Scotland or otherwise governed by Scots law or the laws of any other jurisdiction, the existing agreed form of the applicable security document (including an acceptance of a limit on the liability of such new Chargor) which in the reasonable opinion of the Security Trustee is necessary in order that such security may lawfully be given
- (c) The Company shall procure that all registrations or other steps necessary to perfect any security created by a Deed of Accession or other applicable security document are completed as soon as is practicable after its execution and in any event within any applicable time limit
- (d) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession
- (e) Without limiting the other provisions of this Clause 13.2 (*Further Subsidiaries*), each Chargor acknowledges that any Subsidiary which executes a Deed of Accession will become bound by, and entitled to the benefit of all provisions of this Deed applicable as between the Chargors themselves

14. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney and on its behalf and in its name or otherwise to execute and do all such acts, deeds and things which such Chargor is obliged to take under this Deed and generally, on its behalf and in its name, to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed on the Security Trustee or any Receiver provided that neither the Security Trustee nor any Receiver nor any of their delegates or sub-delegates may exercise (or purport to exercise) such powers, rights or authorities prior to the occurrence of any Event of Default which is continuing unless relevant Chargor has failed to do such act, deed or thing during the relevant time period for such action and the Security Trustee has notified the relevant Chargor of the same. Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever lawful action any attorney does or purports to do pursuant to its appointment under this clause.

15 CONTINUING SECURITY

15.1 Additional Security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Security Trustee for any of the Secured Liabilities.

15.2 Continuing Security

The security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

15.3 Reinstatement

If any payment by a Chargor or any discharge given by the Security Trustee (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Security Trustee shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

15.4 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Security Trustee) including

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person,
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor or any other person,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any

formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Chargor or any other person,
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

15 5 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

15 6 Appropriations

Until all the Secured Liabilities have been irrevocably paid in full, the Security Trustee may

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Trustee in respect the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities

15 7 Deferral of Chargors' rights

Until all the Secured Liabilities have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Note Instrument

- (a) to be indemnified by an Chargor ,
- (b) to claim any contribution from any other guarantor of any Chargor 's obligations under the Loan Note Instrument, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Beneficiary's or Security Trustee's rights under the Loan Note Instrument or of any other guarantee or security taken pursuant to, or in connection with, the Loan Note Instrument by the Security Trustee or any other Beneficiary

16. MISCELLANEOUS

16 1 Covenant to pay

Each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time

16.2 The Land Registry

In respect of the Mortgaged Property each Chargor undertakes to make or procure that there is made due application to the Chief Land Registrar (at the same time as registering each legal mortgage in Clause 2.1(a))

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating to any Mortgaged Property registered at The Land Registry in its name and against which this Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by [name of proprietor of charge] of [address] for the time being of the charge dated [●] 2014 in favour of Alan Charlton (in his capacity as Security Trustee) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer", and

- (b) to enter into an obligation to make further advances on the register of title relating to it

16.3 New Accounts

If the Security Trustee receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Charged Property and/or the proceeds of sale of any Charged Property, the Security Trustee may open a new account for any Chargor. If the Security Trustee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Security Trustee will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security and, furthermore, the Security Trustee shall be under no obligation to advance any monies or provide or continue to provide any credit facility to any Borrower.

16.4 Tacking

The Security Trustee covenants with each Chargor that it shall perform its obligations under any document creating or evidencing the Secured Liabilities (including any obligation to make available further advances)

16.5 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security Interest created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security Interest created under this Deed by such first Chargor.

16.6 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

16.7 Appointment of the Security Trustee

Each Beneficiary, by its execution of this Deed as a Beneficiary appoints the Security Trustee to hold the Security Interests constituted by this Deed on trust for it on the terms of this Deed and in particular schedule 7 (*Security trust provisions*) and the Security Trustee accepts that appointment.

17. RELEASE

17.1 Expiry of Security Period

Upon the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release the Charged Property from the security constituted by this Deed and/or reassign the benefit of the Charged Property to the Chargors. If the Security Trustee is of the opinion that any payment made in or towards the discharge of any of the Secured Liabilities is capable of being avoided or set aside under any law applicable to liquidation, administration, receivership or insolvency, then the Security Trustee may defer taking the action contemplated by this Clause 17.1 for such period as it may deem appropriate.

17.2 Other Accounts

At any time before the security created by this Deed shall have become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into an Other Account shall upon payment into such account stand released from the fixed charge over Book Debts created pursuant to Clause 2 (*Fixed Security*) and shall stand subject to the floating charge created by Clause 3 (*Floating Charge*), provided that such release shall in no respect prejudice the continuance of the fixed charge created pursuant to Clause 2 (*Fixed Security*) in respect of all other Book Debts.

17.3 Purchased Book Debts

If any Book Debts are purchased by the Agent from any Chargor under the Burdale Facility Agreement, such Book Debts shall stand released from the Security Interests created by this Deed when title to them has validly passed to the Agent under the terms of the Burdale Facility Agreement.

18. RIGHTS AND REMEDIES

The rights of the Security Trustee under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by the Security Trustee or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

19. NOTICES

Any notice or other communication to be made or given under this Deed shall be made or given, and shall be deemed to have been received, in accordance with the provisions of Clause 10 (*Notices*) of the Loan Note Instruments.

20. COUNTERPARTS

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.

21. GOVERNING LAW

This Deed 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.

22. 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 regarding the existence, validity or termination of 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) This Clause 22 is for the benefit of the Security Trustee only. As a result, the Security Trustee 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 Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
The Parties

Part 1 - The Chargors

Name of Chargor	Registration number (or equivalent, if any)
THE COMPANY	
Austin Reed Group Limited	00164291
THE OTHER CHARGERS	
ARG (Property) Limited	01459151
Austin Reed Credit Services Limited	01529898
Austin Reed Limited	00399575
Country Casuals Holdings Limited	02319160
Country Casuals Limited	00510900
Darius Capital Limited	05940388
Gajan Holdings Limited	06160362

Part 2 – The Beneficiaries

Name	Address
Guy Naggar	34 New Cavendish Street, London W1G 8UB
Johnny Naggar	34 New Cavendish Street, London W1G 8UB
Diane Steinberg	34 New Cavendish Street, London W1G 8UB
Nicholas Hollingworth	2 Waterhouse Square, 138-142 Holborn, London EC1N 2NH
Alan Charlton	c/o Austin Reed Group Limited, Station Road, Thirsk, North Yorkshire YO7 1QH
Marion Naggar	34 New Cavendish Street, London W1G 8UB
Alan Jacob	Jacobs Capital, 46 James Street, London W1U 1EZ
Laskari Holdings Limited	2 nd Floor, 116 Main Street, P O Box 3342 Road Town, Tortola, British Virgin Islands

SCHEDULE 3
Assigned Agreements

None at the date of this Deed

SCHEDULE 4
Group Shares

	Chargor	Number and type of shares held	Subsidiary
1	Austin Reed Group Limited	2 Ordinary shares	ARG (Property) Limited
2	Austin Reed Group Limited	100 Ordinary shares	Austin Reed Credit Services Limited
3.	Austin Reed Group Limited	10,000 Ordinary shares	Austin Reed Limited
4	Austin Reed Group Limited	35,000 Preference shares	Austin Reed Limited
5.	Darius Capital Limited	31,995,598 Ordinary shares	Austin Reed Group Limited
6	Gajan Holdings Limited	476,703 Ordinary shares	Darius Capital Limited
7.	Austin Reed Group Limited	19,642,720 Ordinary shares	Country Casuals Holdings Limited
8	Country Casuals Holdings Limited	2,001 Ordinary shares	Country Casuals Limited
9.	Austin Reed Group Limited	4,909 Ordinary shares	Wright & Peel Limited
10	Austin Reed Group Limited	5,600 4 2% cumulative preference shares	Wright & Peel Limited
11.	Austin Reed Group Limited	2,400 4 9% cumulative preference shares	Wright & Peel Limited
12	Austin Reed Group Limited	2 Ordinary shares	Summit Shirt Company Limited
13.	Austin Reed Group Limited	2 Ordinary shares	Summit Limited
14	Austin Reed Group Limited	2,125 Ordinary shares	Stephens Brothers Limited
15.	Austin Reed Group Limited	2 Ordinary shares	Simon Ackerman Limited
16	Country Casuals Holdings Limited	5,000 Ordinary shares	Lerose Leasing Limited
17.	Country Casuals Holdings Limited	1,423,754 Ordinary shares	Lerose Investments Limited
18	Country Casuals Limited	100 Ordinary shares	Country Casuals Services Limited
19	Country Casuals Holdings Limited	200 Ordinary shares	CC Petite Limited
20.	Austin Reed Group Limited	100 Ordinary shares	Austins Salon Limited
21	Austin Reed Group Limited	2 Ordinary shares	Austins Grooming and Beauty Limited

	Chargor	Number and type of shares held	Subsidiary
22.	Country Casuals Holdings Limited	2 Ordinary shares	Austrins Café Bar Limited
23.	Austin Reed Group Limited	100 Ordinary shares	Austin Reed (Scotland) Limited
24.	Austin Reed Group Limited	2 Ordinary shares	Austin Reed International Limited
25	Austin Reed Group Limited	1,100 Ordinary shares	ARG (Finance) Limited
26.	Austin Reed Group Limited	55,503 Preference shares	ARG (Finance) Limited

Part I
Registrations and applications owned by one or more of the Chargors

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
1900 AUSTIN REED	Korea, Republic of	Austin Reed Limited	2013-51644	31-Jul-13	Priority Founding			31-Jan-14	Pending	11, 14, 20, 21, 22, 24	
1900 AUSTIN REED and SUMMIT device	Korea, Republic of	Austin Reed Limited	2013-51643	31-Jul-13	Without Priority				Pending	11, 14, 20, 21, 22, 24	
1900 AUSTIN REED and SUMMIT Device	Korea, Republic of	Austin Reed Limited	2013-10288	19-Feb-13	Priority Founding				Pending	03, 09, 14	
1900 AUSTIN REED and SUMMIT device	Korea, Republic of	Austin Reed Limited	2012-69590	08-Nov-12	Priority Founding				Published	18, 28	
1900 AUSTIN REED and SUMMIT device	Korea, Republic of	Austin Reed Limited	2008-929	08-Jan-08	Without Priority	754554	02-Apr-09	02-Apr-19	Registered/Granted	25	
AUSTIN REED	United Kingdom	Austin Reed Limited	1281541	01-Oct-86	Without Priority	1281541	04-Aug-89	01-Oct-17	Registered/Granted	36	
A R AND LION IN DIAMOND DEVIC	United Kingdom	Austin Reed Limited	470589	14-Jun-26	Without Priority	470589		14-Jun-16	Registered/Granted	05, 09, 17, 25, 26	
A R AND LION IN DIAMOND DEVIC	United States of America	AUSTIN REED GROUP PLC	74/540445	30-Apr-94	Without Priority	1905728	18-Jul-95	18-Jul-15	Registered/Granted	25	
A R AND LION IN DIAMOND DEVIC	United Kingdom	Austin Reed Limited	537983	04-Jan-33	Without Priority	537983	04-Jan-33	04-Jan-23	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
A R AND LION IN OVAL DEVICE	United Kingdom	Austin Reed Limited	726899	15-Feb-54	Without Priority	726899		15-Feb-23	Registered/Granted	25	
AR LOGO	European Community	Austin Reed Limited	1849173	11-Sep-00	Without Priority	1849173	11-Sep-00	11-Sep-20	Registered/Granted	09, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AR LOGO	Japan	Austin Reed Limited	2000-105696	27-Sep-00	Without Priority	4538103	25-Jan-02	25-Jan-22	Registered/Granted	09, 18, 25	
AR NEW SHIELD MARK	European Community	Austin Reed Limited	11756996	22-Apr-13	Priority Founding	11756996	17-Oct-13	22-Apr-23	Registered/Granted	03, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AR NEW SHIELD MARK	Canada	Austin Reed Limited	1624848	30-Apr-13	Without Priority				Pending	18, 25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AR NEW SHIELD MARK	Saudi Arabia	Austin Reed Limited	198200	19-Jun-13	Without Priority				Pending	18	
AR NEW SHIELD MARK	Saudi Arabia	Austin Reed Limited	198362	24-Jun-13	Without Priority				Pending	25	
AR RED	United States of America	Austin Reed Limited	85/896480	05-Apr-13	Without Priority			22-Jan-14	Pending	25	
AR RED	Canada	Austin Reed Limited	1568552	13-Mar-12	Without Priority			13-Mar-15	Pending	18, 25	
AR RED	India	Austin Reed Limited	1894380	10-Dec-09	Without Priority				Opposed	18, 25	
AR RED	International Protocol (Madrid)	Austin Reed Limited	1029903	08-Dec-09	Without Priority	1029903	08-Dec-09	08-Dec-19	Registered/Granted	18, 25	Turkey
AR RED	Turkey	Austin Reed Limited	1029903	08-Dec-09	Without Priority	1029903	10-Mar-11		Registered/Granted	18, 25	
AR RED	United Kingdom	Austin Reed Limited	2462002	20-Jul-07	Without Priority	2462002	18-Apr-08	20-Jul-17	Registered/Granted	18, 25	
AR RED Nick Hart	European Community	Austin Reed Limited	11060076	20-Jul-12	Priority Filing	11060076	14-Dec-12	20-Jul-22	Registered/Granted	14, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
											Kingdom
AR RED Nick Hart	China	Austin Reed Limited	11448681	05-Sep-12	With Priority				Published	14	
AR RED Nick Hart	China	Austin Reed Limited	11448680	05-Sep-12	With Priority				Pending	18	
AR RED Nick Hart	China	Austin Reed Limited	11448679	05-Sep-12	With Priority				Published	25	
AR Signature Crest	European Community	Austin Reed Group Limited	12400511	05-Dec-13	Priority Founding			11-Feb-14	Pending	03, 18, 25	Austria, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lithuania, Latvia, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AUSTIN REED	Australia	Austin Reed Limited	424198	22-Mar-85	Without Priority	8424198	19-Jun-89	22-Mar-16	Registered/Granted	25	
AUSTIN REED	Australia	Austin Reed Limited	680505	12-Dec-95	Without Priority	680505	12-Dec-95	12-Dec-15	Registered/Granted	25	
AUSTIN REED	Bahrain	Austin Reed	25957	14-Jul-99	Without Priority	M/25927	14-Jul-99	14-Jul-19	Registered/Granted	18	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
		Limited									
AUSTIN REED	Brazil	Austin Reed Limited	534565	10-Apr-62	Without Priority	6137490	10-Oct-75	10-Oct-15	Registered/Granted	25	
AUSTIN REED	Canada	Austin Reed Limited	1049817	06-Mar-00	Without Priority	628176	10-Dec-04	10-Dec-19	Registered/Granted		
AUSTIN REED	Canada	Austin Reed Limited	437135	19-Mar-79	Without Priority	274533	03-Dec-82	03-Dec-27	Registered/Granted	25	
AUSTIN REED	Chile	Austin Reed Limited			Without Priority	1023363 (old number 656782)	24-Sep-82	30-Jan-23	Registered/Granted	25	
AUSTIN REED	China	Austin Reed Limited			Without Priority	48686	01-Apr-95	31-Mar-15	Registered/Granted	25	
AUSTIN REED	Colombia	Austin Reed Limited	373496	31-Dec-92	Without Priority	259550	30-Sep-02	30-Sep-22	Registered/Granted	25	
AUSTIN REED	Costa Rica	Austin Reed Limited			Without Priority	26153	24-Jul-62	24-Jul-17	Registered/Granted	25	
AUSTIN REED	Denmark	Austin Reed Limited	195102457	01-Dec-51	Without Priority	195200146	26-Jan-52	26-Jan-22	Registered/Granted	25	
AUSTIN REED	Egypt	Austin Reed Limited		09-Apr-42	Without Priority	39487	31-Dec-62	09-Apr-22	Registered/Granted	25	
AUSTIN REED	Gambia	Austin Reed Limited			Without Priority	3176	28-Jul-62	28-Jul-18	Registered/Granted	25	
AUSTIN REED	Germany	Austin Reed Group Limited			Without Priority	00630638	26-Mar-62	26-Mar-22	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	Ghana	Austin Reed Limited		07-Jan-52	Without Priority	5740	07-Jan-52	07-Jan-18	Registered/Granted	25	
AUSTIN REED	Gibraltar	Austin Reed Limited			Without Priority	1996	06-Jun-62	08-May-19	Registered/Granted	25	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08315	06-Jul-95	Without Priority	199802128	05-Mar-98	11-May-16	Registered/Granted	18	
AUSTIN REED	Hong Kong	Austin Reed Limited		05-May-52	Without Priority	19520832	04-Dec-52	05-May-18	Registered/Granted	25	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08311	06-Jul-95	Without Priority	199802124	05-Mar-98	11-May-16	Registered/Granted	3	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08312	06-Jul-95	Without Priority	199802125	05-Mar-98	11-May-16	Registered/Granted	9	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08316	06-Jul-95	Without Priority	199802129	05-Mar-98	11-May-16	Registered/Granted	25	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08313	06-Jul-95	Without Priority	199802126	05-Mar-98	11-May-16	Registered/Granted	14	
AUSTIN REED	Hong Kong	Austin Reed Limited	95/08314	06-Jul-95	Without Priority	199802127	05-Mar-98	11-May-16	Registered/Granted	16	
AUSTIN REED	Iceland	Austin Reed Limited	346/1980	24-Oct-80	Without Priority	346/1980	24-Oct-80	24-Oct-20	Registered/Granted	25	
AUSTIN REED	Indonesia	Austin Reed Limited	D95-14818	22-Aug-95	Without Priority	M000036055	15-Nov-96	22-Aug-15	Registered/Granted	3	
AUSTIN REED	Indonesia	Austin Reed Limited	D95-14822	22-Aug-95	Without Priority	M000035172	30-May-96	22-Aug-15	Registered/Granted	18	
AUSTIN REED	Indonesia	Austin Reed Limited	D95-14821	22-Aug-95	Without Priority	M0000360	15-Nov-96	22-Aug-15	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
		Limited				54					
AUSTIN REED	Indonesia	Austin Reed Limited	D95-14819	22-Aug-95	Without Priority	M000035171	06-Jun-96	22-Aug-15	Registered/Granted	9	
AUSTIN REED	Indonesia	Austin Reed Limited	D95-14820	22-Aug-95	Without Priority	M000035173	30-May-96	22-Aug-15	Registered/Granted	14	
AUSTIN REED	Japan	Austin Reed Limited	2002-41819	22-May-02	Without Priority	4662799	18-Apr-03	18-Apr-23	Registered/Granted	3	
AUSTIN REED	Japan	Austin Reed Limited			Without Priority	1719234	31-Oct-84	31-Oct-14	Registered/Granted	09, 14	
AUSTIN REED	Japan	Austin Reed Limited	2000-107601	02-Oct-00	Without Priority	4526645	07-Dec-01	07-Dec-21	Registered/Granted	9	
AUSTIN REED	Japan	Austin Reed Limited	37-9940	07-Apr-62	Without Priority	620626	13-Jul-63	13-Jul-23	Registered/Granted	25	
AUSTIN REED	Japan	Austin Reed Limited			Without Priority	1676473	20-Apr-84	20-Apr-14	Registered/Granted	03, 06, 08, 14, 18, 21, 25, 26	
AUSTIN REED	Kenya	Austin Reed Limited			Without Priority	5265	11-Dec-57	11-Dec-17	Registered/Granted		
AUSTIN REED	Lebanon	Austin Reed Limited	11435	05-Apr-62	Without Priority	111097	05-Apr-62	05-Apr-22	Registered/Granted	25	
AUSTIN REED	Lebanon	Austin Reed Limited	79664	11-May-99	Without Priority	79664	11-May-99	11-May-14	Registered/Granted	18, 25	
AUSTIN REED	Liberia	Austin Reed Limited	41285/3994	17-May-62	Without Priority	41285/3994	17-May-62	04-Dec-15	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	Malawi	Austin Reed Limited			Without Priority	MW/TM/1962/00337	27-Mar-62	27-Mar-25	Registered/Granted	25	
AUSTIN REED	Malaysia	Austin Reed Limited	95/08905	29-Aug-95	Without Priority	9508905	07-May-08	29-Aug-22	Registered/Granted	9	
AUSTIN REED	Malaysia	Austin Reed Limited			Without Priority	M/37534	18-Apr-62	18-Apr-21	Registered/Granted	25	
AUSTIN REED	Malaysia	Austin Reed Limited	95/08893	29-Aug-95	Without Priority	95/08893	29-Aug-95	29-Aug-22	Registered/Granted	25	
AUSTIN REED	Malaysia	Austin Reed Limited	95/08906	29-Aug-95	Without Priority	95/08906	29-Aug-95	29-Aug-22	Registered/Granted	14	
AUSTIN REED	Morocco	Austin Reed Limited	16 985	01-Mar-62	Without Priority	80 64	29-Mar-62	01-Mar-22	Registered/Granted	25	
AUSTIN REED	New Zealand	Austin Reed Limited	610018	06-Mar-00	Without Priority	610018	06-Mar-00	06-Mar-17	Registered/Granted	9	
AUSTIN REED	New Zealand	Austin Reed Limited	256819	11-Dec-95	Without Priority	B256819	11-Dec-95	11-Dec-16	Registered/Granted	14	
AUSTIN REED	New Zealand	Austin Reed Limited	70572	26-Mar-62	Without Priority	B70572	26-Mar-62	26-Mar-21	Registered/Granted	25	
AUSTIN REED	New Zealand	Austin Reed Limited	256821	11-Dec-95	Without Priority	B256821	11-Dec-95	11-Dec-16	Registered/Granted	25	
AUSTIN REED	New Zealand	Austin Reed Limited	256820	11-Dec-95	Without Priority	B256820	11-Dec-95	11-Dec-16	Registered/Granted	18	
AUSTIN REED	Nigeria	Austin Reed Limited	7025	04-Jan-66	Without Priority	7025	04-Jan-66	04-Jan-18	Awaiting details	25	
AUSTIN REED	Norway	Austin Reed	49971	18-Dec-61	Without Priority	41105	18-Dec-61	18-Dec-21	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
		Limited									
AUSTIN REED	Paraguay	Austin Reed Limited	187997	28-Mar-94	Without Priority	297970	05-Sep-96	05-Sep-16	Registered/Granted	25	
AUSTIN REED	Russian Federation	Austin Reed Limited	46323	06-May-72	Without Priority	46323	06-May-72	06-May-22	Registered/Granted	25	
AUSTIN REED	Sierra Leone	Austin Reed Limited	6142	30-Apr-62	Without Priority	6142	30-Apr-62	30-Apr-18	Registered/Granted	25	
AUSTIN REED	Singapore	Austin Reed Limited	6445/95	14-Jul-95	Without Priority	95/06445F	11-May-95	11-May-15	Registered/Granted	9	
AUSTIN REED	Singapore	Austin Reed Limited	14798	23-Jan-87	Without Priority	52/14798H	23-Jan-87	23-Jan-21	Registered/Granted	25	
AUSTIN REED	Singapore	Austin Reed Limited	6448/95	14-Jul-95	Without Priority	95/06448J	11-May-95	11-May-15	Registered/Granted	18	
AUSTIN REED	Singapore	Austin Reed Limited	6444/95	14-Jul-95	Without Priority	95/06444H	11-May-95	11-May-15	Registered/Granted	3	
AUSTIN REED	Singapore	Austin Reed Limited	6447/95	11-May-95	Without Priority	95/06447B	11-May-95	11-May-15	Registered/Granted	16	
AUSTIN REED	Singapore	Austin Reed Limited	6449/95	14-Jul-95	Without Priority	95/06449I	11-May-95	11-May-15	Registered/Granted	25	
AUSTIN REED	South Africa	Austin Reed Limited	95/08505	05-Jul-95	Without Priority	95/08505	11-May-95	05-Jul-15	Registered/Granted	9	
AUSTIN REED	South Africa	Austin Reed Limited	95/08509	05-Jul-95	Without Priority	95/08509	11-May-95	05-Jul-15	Registered/Granted	25	
AUSTIN REED	South Africa	Austin Reed Limited	62/0940	27-Mar-62	Without Priority	862/0940	27-Mar-62	27-Mar-16	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	South Africa	Austin Reed Limited	95/08508	05-Jul-95	Without Priority	95/08508	11-May-95	05-Jul-15	Registered/Granted	18	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	92-16012	11-Jun-92	Without Priority	267823	01-Jul-93	01-Jul-23	Registered/Granted	14, 24, 25	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	92-16011	11-Jun-92	Without Priority	268145	06-Jul-93	06-Jul-23	Registered/Granted	18, 25, 26	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	92-16001	11-Jun-92	Without Priority	266859	23-Jun-93	23-Jun-23	Registered/Granted	03, 08, 18, 21	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	92-16010	11-Jun-92	Without Priority	265859	14-Jun-93	14-Jun-23	Registered/Granted	06, 08, 18, 20, 22	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	2002-0032077	12-Jul-02	Without Priority	577293	12-Mar-04	12-Mar-14	Registered/Granted	9	
AUSTIN REED	Spain	Austin Reed Limited	399295	27-Mar-62	Without Priority	399295	29-Oct-62	27-Mar-22	Registered/Granted	25	
AUSTIN REED	Sudan	Austin Reed Limited	7802	28-Nov-62	Without Priority	7802	28-Nov-62	28-Nov-22	Registered/Granted	25	
AUSTIN REED	Suriname	Austin Reed Limited	3038	16-Apr-62	Without Priority	3038	16-Apr-62	16-Apr-22	Registered/Granted	25	
AUSTIN REED	Sweden	Austin Reed Limited	93-0657	26-Jan-93	Without Priority	257867	06-May-94	06-May-14	Registered/Granted	25	
AUSTIN REED	Switzerland	Austin Reed Limited	247070	06-Jul-70	Without Priority	383580	06-Jul-70	06-Jul-20	Registered/Granted	25	
AUSTIN REED	Switzerland	Austin Reed Limited	383530		Without Priority	13869	06-Jun-90		Awaiting details	25	
AUSTIN REED	Syrian Arab	Austin Reed	4969	03-Apr-62	Without Priority	22672	03-Apr-62	03-Apr-22	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
	Republic	Limited									
AUSTIN REED	Tanzania, United Republic of	Austin Reed Limited	3211	06-Feb-52	Based on Foreign IP Right	3211	06-Feb-52	06-Feb-18	Awaiting details	25	
AUSTIN REED	Thailand	Austin Reed Limited	307479	07-May-96	Without Priority	Kor58071	07-May-96	06-May-16	Registered/Granted	25	
AUSTIN REED	Thailand	Austin Reed Limited	307478	07-May-96	Without Priority	Kor56008	07-May-96	06-May-16	Registered/Granted	18	
AUSTIN REED	Thailand	Austin Reed Limited	307475	07-May-96	Without Priority	Kor56009	07-May-96	06-May-16	Registered/Granted	3	
AUSTIN REED	Thailand	Austin Reed Limited	307476	07-May-96	Without Priority	Kor58072	07-May-96	06-May-16	Registered/Granted	9	
AUSTIN REED	Thailand	Austin Reed Limited	317127	10-Sep-96	Without Priority	KOR124169	10-Sep-96	09-Sep-16	Registered/Granted	16	
AUSTIN REED	Uganda	Austin Reed Limited	7184	06-Apr-62	Without Priority	7184	06-Apr-62	06-Apr-25	Registered/Granted	25	
AUSTIN REED	United Kingdom	Austin Reed Limited	688870	08-May-50	Without Priority	688870		08-May-19	Registered/Granted	25	
AUSTIN REED	United States of America	Austin Reed Limited	530308	03-Apr-85	Without Priority	1375999	17-Dec-85	17-Dec-15	Registered/Granted	25	
AUSTIN REED	United States of America	Austin Reed Limited	71/534856	12-Aug-47	Without Priority	578138	04-Aug-53	04-Aug-23	Registered/Granted	25	
AUSTIN REED	Zambia	Austin Reed Limited	337/62	27-Mar-62	Without Priority	337/62	27-Mar-62	27-Mar-21	Awaiting details	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	Zanzibar	Austin Reed Limited	249/1962	17-Apr-62	Without Priority	249/1962	17-Apr-62	17-Apr-18	Registered/Granted	25	
AUSTIN REED	Zimbabwe	Austin Reed Limited	337/62	27-Mar-62	Without Priority	337/62	27-Mar-62	27-Mar-23	Registered/Granted	25	
AUSTIN REED	Egypt	Austin Reed Limited	126920	14-Sep-99	Without Priority	126920	30-Mar-05	13-Sep-19	Registered/Granted	18	
AUSTIN REED	Jordan	Austin Reed Limited	56616	17-Feb-00	Without Priority	56616	17-Feb-00	17-Feb-20	Registered/Granted	18	
AUSTIN REED	Jordan	Austin Reed Limited	97886	07-Feb-08	Without Priority	97886	19-Oct-08	07-Feb-18	Registered/Granted	18	
AUSTIN REED	Kuwait	Austin Reed Limited	44812	31-Oct-99	Without Priority	38043	31-Oct-99	30-Oct-19	Registered/Granted	18	
AUSTIN REED	Malaysia	Austin Reed Limited	95/08900	29-Aug-95	Without Priority	9508900	10-Nov-08	29-Aug-22	Registered/Granted	18	
AUSTIN REED	Russian Federation	Austin Reed Limited	2006722074	31-Jul-06	Without Priority	333230	04-Sep-07	31-Jul-16	Registered/Granted	18	
AUSTIN REED	Saudi Arabia	Austin Reed Limited	49010	26-Apr-99	Without Priority	506/60	13-Nov-99	19-Sep-18	Registered/Granted	18	
AUSTIN REED	Taiwan, Province of China	Austin Reed Limited	90000181	30-Dec-00	Without Priority	1002436	16-Jun-02	15-Jun-22	Registered/Granted	18	
AUSTIN REED	United Arab Emirates	Austin Reed Limited	31333	12-May-99	Without Priority	23482	02-Feb-00	12-May-19	Registered/Granted	18	
AUSTIN REED	Turkey	Austin Reed Limited	2007/57119	24-Oct-07	Without Priority	2007/57119		24-Oct-17	Registered/Granted	18, 25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	Ukraine	Austin Reed Limited	M200608741	16-Jun-06	Without Priority	87364	11-Feb-08	16-Jun-16	Registered/Granted	18, 25	
AUSTIN REED	Jordan	Austin Reed Limited	97699	07-Feb-08	Without Priority	97699	07-Oct-08	07-Feb-18	Registered/Granted	25	
AUSTIN REED	Argentina	Austin Reed Limited	2919357	03-Jun-09	Without Priority	2357200	07-Apr-10	07-Apr-20	Registered/Granted	25	
AUSTIN REED	Bahrain	Austin Reed Limited	25958	14-Jul-99	Without Priority	25958	14-Jul-99	14-Jul-19	Registered/Granted	25	
AUSTIN REED	Egypt	Austin Reed Limited	126921	14-Sep-99	Without Priority	126921	30-Mar-05	13-Sep-19	Registered/Granted	25	
AUSTIN REED	Guernsey	Austin Reed Limited	688870		Without Priority	GT1569	18-Dec-57	08-May-19	Registered/Granted	25	
AUSTIN REED	India	Austin Reed Limited	1414012	16-Jan-06	Without Priority	1414012	25-Mar-10	16-Jan-16	Registered/Granted	25	
AUSTIN REED	Italy	Austin Reed Limited	MI2012C000424	17-Dec-91	Without Priority	1474682	21-Jan-92	21-Jan-22	Registered/Granted	25	
AUSTIN REED	Jordan	Austin Reed Limited	57042	17-Feb-00	Without Priority	57042	17-Feb-00	17-Feb-20	Registered/Granted	25	
AUSTIN REED	Kuwait	Austin Reed Limited	44813	31-Oct-99	Without Priority	39458	31-Oct-99	30-Oct-19	Registered/Granted	25	
AUSTIN REED	Mauritius	Austin Reed Limited		07-May-71	Without Priority	A/15 No 150/1971	07-May-71	07-May-16	Registered/Granted		
AUSTIN REED	Mexico	Austin Reed Limited	78483	28-Dec-89	Without Priority	397551	28-Dec-89	28-Dec-19	Registered/Granted	25	
AUSTIN REED	New	Austin Reed	256821	11-Dec-95	Without Priority	B256821	17-Mar-98	11-Dec-16	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
	Zealand	Limited									
AUSTIN REED	Oman	Austin Reed Limited	20746	25-Aug-99	Without Priority	20746	01-Jul-06	25-Aug-19	Registered/Granted	25	
AUSTIN REED	Philippines	Austin Reed Limited	4-1995-103557D	19-Oct-95	Without Priority	4-1955-127927	16-Jul-06	16-Jul-16	Registered/Granted	25	
AUSTIN REED	Saudi Arabia	Austin Reed Limited	49011	26-Apr-99	Without Priority	506/61	13-Nov-99	19-Sep-18	Registered/Granted	25	
AUSTIN REED	Taiwan, Province of China	Austin Reed Limited	89042333	24-Jul-00	Without Priority	983161	01-Feb-02	31-Jan-22	Registered/Granted	25	
AUSTIN REED	United Arab Emirates	Austin Reed Limited	31334	12-May-99	Without Priority	23372	01-Feb-00	12-May-19	Registered/Granted	25	
AUSTIN REED	United Kingdom	Austin Reed Limited	1136256	01-Jul-80	Without Priority	1136256	01-Jul-80	01-Jul-21	Registered/Granted	25	
AUSTIN REED	Venezuela, Bolivarian Republic of	Austin Reed Limited	403-88	13-Jan-88	Without Priority				Accepted	25	
AUSTIN REED	Malaysia	Austin Reed Limited	95/08904	29-Aug-95	Without Priority	95008904	03-May-07	29-Aug-22	Registered/Granted	3	
AUSTIN REED	South Africa	Austin Reed Limited	95/08504	05-Jul-95	Without Priority	95/08504	11-May-95	05-Jul-15	Registered/Granted	3	
AUSTIN REED	European Community	Austin Reed Limited	2660439	19-Apr-02	Without Priority	2660439	19-Apr-02	19-Apr-22	Registered/Granted	03, 14, 35	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland,

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
											Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AUSTIN REED	European Community	Austin Reed Limited	4335451	11-Mar-05	Without Priority	4335451	18-Apr-06	11-Mar-15	Registered/Granted	37, 40	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AUSTIN REED	Bahamas	Austin Reed Limited	3711		Without Priority	3711	01-May-62	01-May-18	Registered/Granted	25	
AUSTIN REED	Australia	Austin Reed Limited	823891	16-Feb-00	Without Priority	823891	16-Feb-00	16-Feb-20	Registered/Granted	9	
AUSTIN REED	United Arab Emirates	Austin Reed Limited	35623	29-Mar-00	Without Priority	27182	29-Mar-00	29-Mar-20	Registered/Granted	9	
AUSTIN REED	United States of America	Austin Reed Limited	75/932249	01-Mar-00	Without Priority	2587232	02-Jul-02	02-Jul-22	Registered/Granted	9	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED	European Community	Austin Reed Limited	EM001516129	18-Feb-00	Without Priority	EM001516129	18-Feb-00	18-Feb-20	Registered/Granted	09, 16, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
AUSTIN REED	Belarus	Austin Reed Limited	20061882	21-Jun-06	Without Priority	30210	13-Jul-09	21-Jun-16	Registered/Granted	09, 18, 25	
AUSTIN REED	Kazakhstan	Austin Reed Limited	35206	16-Jun-06	Without Priority	24893	14-May-08	16-Jun-16	Registered/Granted	09, 18, 25	
AUSTIN REED	United Arab Emirates	Austin Reed Limited	199854	23-Oct-13	Without Priority				Pending	35	
AUSTIN REED	United States of America	Austin Reed Limited	85/961,195	17-Jun-13	Priority Founding			19-Jan-14	Pending	14, 18, 25	
AUSTIN REED	Korea, Republic of	Austin Reed Limited	2012-65198	19-Oct-12	Without Priority			18-Jan-14	Pending	03, 09, 14, 18, 25	
AUSTIN REED	United Arab Emirates	Austin Reed Limited	193605	20-Jun-13	Priority Founding				Pending	3	
AUSTIN REED (SER)	United Kingdom	Austin Reed Limited	2020113	11-May-95	Without Priority	2020113	11-May-95	11-May-15	Registered/Granted	03, 09, 14, 16, 18, 25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED (STYLISTED)	China	Austin Reed Limited	3804546	18-Nov-03	Without Priority	3804546	21-Oct-06	20-Oct-16	Registered/Granted	18	
AUSTIN REED (STYLISTED)	China	Austin Reed Limited	3804545	18-Nov-03	Without Priority	3804545	21-Oct-06	20-Oct-16	Registered/Granted	25	
AUSTIN REED 1900	Korea, Republic of	Austin Reed Limited	2009-63308	22-Dec-09	Without Priority	980853	09-Jul-13	09-Jul-23	Registered/Granted	24	
AUSTIN REED 1900	Japan	Austin Reed Limited	2012-060277	26-Jul-12	Without Priority	5604113	02-Aug-13	02-Aug-18	Registered/Granted	09, 14, 18, 25	
AUSTIN REED 1900	China	Austin Reed Limited	11301163	03-Aug-12	Without Priority				Published	25	
AUSTIN REED 1900	China	Austin Reed Limited	11301166	03-Aug-12	Without Priority				Pending	9	
AUSTIN REED 1900	China	Austin Reed Limited	11301165	03-Aug-12	Without Priority				Pending	14	
AUSTIN REED 1900	China	Austin Reed Limited	11301164	03-Aug-12	Without Priority				Pending	18	
AUSTIN REED 1900 CREST DEVICE	European Community	Austin Reed Limited	11757051	22-Apr-13	Priority Founding	11757051	17-Oct-13	22-Apr-23	Registered/Granted	03, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
AUSTIN REED 1900 CREST DEVICE	Canada	Austin Reed Limited	1624849	30-Apr-13	Without Priority				Pending	03, 18, 35	
AUSTIN REED 1900 CREST DEVICE	Saudi Arabia	Austin Reed Limited	198197	19-Jun-13	Without Priority				Pending	3	
AUSTIN REED 1900 CREST DEVICE	Saudi Arabia	Austin Reed Limited	198198	19-Jun-13	Without Priority				Pending	18	
AUSTIN REED 1900 CREST DEVICE	Saudi Arabia	Austin Reed Limited	198199	19-Jun-13	Without Priority				Pending	25	
AUSTIN REED AND ARABIC EQUIVAL	Qatar	Austin Reed Limited	20542	03-May-99	Without Priority	20542	28-May-05	03-May-19	Registered/Granted	25	
AUSTIN REED AND ARABIC EQUIVAL	Qatar	Austin Reed Limited	20541	03-May-99	Without Priority	20541	28-May-05	03-May-19	Registered/Granted	18	
AUSTIN REED NEW LOGO	United Kingdom	Austin Reed Limited	2397258	19-Jul-05	Without Priority	2397258	03-Nov-06	19-Jul-15	Registered/Granted	09, 36	
AUSTIN REED OF REGENT STREET	Greece	Austin Reed Limited	47434	10-Nov-71	Without Priority	47434	10-Nov-71	10-Nov-21	Registered/Granted	25	
AUSTIN REED OF REGENT STREET (STYL) 25	Rwanda	Austin Reed Limited	943/BRK	16-Mar-72	Without Priority	943/BRK	16-Mar-72	14-Dec-19	Registered/Granted	25	
AUSTIN REED OF REGENT STREET (STYLISED)	Japan	Austin Reed Limited	722173/1994		Without Priority	1077487	15-Jul-74	15-Jul-14	Registered/Granted	20, 24, 25	
AUSTIN REED OF REGENT STREET device	Burundi	Austin Reed Limited			Without Priority	963/BUR	16-Apr-72		Registered/Granted	25	
AUSTIN REED OF REGENT STREET	Bahrain	Austin Reed			Without Priority	M/2872	15-Apr-72	15-Apr-22	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
stylised words		Limited									
AUSTIN REED OF REGENT STREET stylized	Iceland	Austin Reed Limited	380/1971	26-Oct-71	Without Priority	19/1972	11-Feb-72	10-Feb-22	Registered/Granted	25	
AUSTIN REED SIGNATURE	Sri Lanka	Austin Reed Limited	12240	13-Jun-50	Without Priority	12240	13-Jun-50	13-Jun-22	Registered/Granted	25	
AUSTIN REED signature	India	Austin Reed Limited	143878	06-Jun-50	Without Priority	143878	06-Jun-50	06-Jun-17	Registered/Granted	25	
AUSTIN'S (STYLED)	United Kingdom	Austin Reed Limited	2429884	11-Aug-06	Without Priority	2429884	16-Feb-07	11-Aug-16	Registered/Granted	43	
AUSTIN'S + DEV	United Kingdom	Austin Reed Limited	2429780	11-Aug-06	Without Priority	2429780	11-Aug-06	11-Aug-16	Registered/Granted	44	
CUT	European Community	Austin Reed Group Limited	12400495	05-Dec-13	Priority Founding			11-Feb-14	Pending	03, 18, 25	Austria, Benelux, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
GOLF AND DEVICE	Taiwan, Province of China	Austin Reed Limited	85010877	08-Mar-96	Without Priority	810011	16-Jul-98	16-Jul-18	Registered/Granted	18	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
GOLF AND DEVICE (SER)	United Kingdom	Austin Reed Limited	2056031	08-Feb-96	Without Priority	2056031	08-Feb-96	08-Feb-16	Registered/Granted	18, 25	
NEW AR LOGO	Russian Federation	Austin Reed Limited	200672926	12-Oct-06	Without Priority	339803	19-Dec-07	12-Oct-16	Registered/Granted	18, 25	
NEW AR LOGO	European Community	Austin Reed Limited	4625042	08-Sep-05	Without Priority	4625042	19-Sep-06	08-Sep-15	Registered/Granted	09, 18, 25, 35	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
NEW AR LOGO	United Kingdom	Austin Reed Limited	2397259	19-Jul-05	Without Priority	2397259	20-Jan-06	19-Jul-15	Registered/Granted	09, 36	
NEW CREST LOGO	Japan	Austin Reed Limited	2009-019782	18-Mar-09	Without Priority	5335096	02-Jul-10	02-Jul-20	Registered/Granted	18, 25	
RED BY AUSTIN REED	United Kingdom	Austin Reed Limited	2462001	20-Jul-07	Without Priority	2462001	18-Apr-08	20-Jul-17	Registered/Granted	18, 25	
REED	Taiwan, Province of China	Austin Reed Limited	90000182	30-Dec-00	Without Priority	993158	01-Apr-02	31-Mar-22	Registered/Granted	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
REED	European Community	Austin Reed Limited	1863380	20-Sep-00	Without Priority	1863380	20-Sep-00	20-Sep-20	Registered/Granted	09, 18, 25	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lithuania, Latvia, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
SACKVILLE	United Kingdom	Austin Reed Limited	1409501	03-Jan-90	Without Priority	1409501	03-Jan-90	03-Jan-17	Registered/Granted	25	
SIMON ACKERMAN & LION DEVICE	Canada	Austin Reed Limited	201414		Without Priority	UCA32180	09-Dec-48		Case Transferred	25	
SIMON ACKERMAN & LION DEVICE	France	Austin Reed Limited		07-Jun-89	Without Priority	1535086	07-Jun-89	07-Jun-19	Registered/Granted		
SIMON ACKERMAN & LION DEVICE	Switzerland	Austin Reed Limited	06156/1991	06-Sep-91	Without Priority	392709	22-May-92	06-Sep-21	Registered/Granted		
SIMON ACKERMAN & LION DEVICE	United Kingdom	Austin Reed Limited	668108	25-Mar-48	Without Priority	668108		25-Mar-17	Registered/Granted	25	
SIMON ACKERMAN & LION DEVICE	France	Austin Reed Limited		07-Jun-89	Without Priority	1535086	07-Jun-89		Registered/Granted		

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
SIMON ACKERMAN & LION DEVICE	Spain	Austin Reed Limited	2212670	09-Feb-99	Without Priority	2212670	05-Jul-99	09-Feb-19	Registered/Granted	25	
STEPHENS	Ireland	Austin Reed Limited	2006/02584	17-Nov-06	Without Priority	235600	28-Nov-08	16-Nov-16	Registered/Granted	25	
STEPHENS (STYLISTED)	Ireland	Austin Reed Limited	2006/02584	17-Nov-06	Without Priority	235600	28-Nov-08	16-Nov-16	Registered/Granted	25	
STEPHENS (STYLISTED)	United Kingdom	Austin Reed Limited	2438541	15-Nov-06	Without Priority	2438541	31-Aug-07	15-Nov-16	Registered/Granted	25	
STEPHENS BROTHERS & CREST DEVICE	India	Austin Reed Limited	1586908	02-Aug-07	Without Priority	1586908	07-Feb-11	02-Aug-17	Awaiting details	18, 25	
STEPHENS BROTHERS & CREST DEVICE	Japan	Austin Reed Limited	2007-083792	27-Jul-07	Without Priority	5143829	20-Jun-08	20-Jun-18	Registered/Granted	18, 25	
STEPHENS BROTHERS & CREST DEVICE	United Kingdom	Austin Reed Limited	2462582	27-Jul-07	Without Priority	2462582	25-Apr-08	27-Jul-17	Registered/Granted	18, 25	
STEPHENS BROTHERS (SCRIPT)	Australia	Austin Reed Limited	510598	12-May-89	Without Priority	510598	12-May-92	12-May-16	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	Canada	Austin Reed Limited	363805	02-Nov-88	Without Priority	363805	17-Nov-89	17-Nov-19	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	China	Austin Reed Limited	4866895	30-Aug-05	Without Priority				Opposed	25	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
STEPHENS BROTHERS (SCRIPT)	European Community	Austin Reed Limited	2770600	10-Jul-02	Without Priority	2770600	10-Nov-04	10-Jul-22	Registered/Granted	18, 25, 35	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
STEPHENS BROTHERS (SCRIPT)	Japan	Austin Reed Limited	19612/1997	25-Feb-97	Without Priority	4167392	17-Jul-98	17-Jul-18	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	Singapore	Austin Reed Limited	S/19/91	03-Jan-91	Without Priority	T9100019D	03-Jan-91	03-Jan-18	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	South Africa	Austin Reed Limited	83/8860	02-Dec-83	Without Priority	883/8860	02-Dec-83	02-Dec-23	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	Switzerland	Austin Reed Limited		11-Oct-88	Without Priority	367091	13-Mar-89	11-Oct-18	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	United Kingdom	Austin Reed Limited	1354696	11-Aug-88	Without Priority	1354696	19-Apr-91	11-Aug-15	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	India	Austin Reed Limited	1495759	11-Oct-06	Without Priority	1495759	11-Oct-06	11-Oct-16	Registered/Granted	18	

Trademark	Country	Applicant(s)	Application No	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
STEPHENS BROTHERS (SCRIPT)	India	Austin Reed Limited	1571567	22-Jun-07	Without Priority	1571567	17-Jan-11	22-Jun-17	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	Norway	Austin Reed Limited	883789	22-Aug-88	Without Priority	147824	05-Dec-91	05-Dec-21	Registered/Granted	25	
STEPHENS BROTHERS (SCRIPT)	Taiwan, Province of China	Austin Reed Limited	448246	15-Jul-89	Without Priority	448246	16-Apr-97	15-Jul-19	Registered/Granted	25	
STEPHENS BROTHERS (script)	China	Austin Reed Limited	12642386	24-May-13	Priority Founding			03-Jan-14	Pending	25	
STEPHENS BROTHERS (STYL)	Hong Kong	Austin Reed Limited	199080874	17-Nov-88	Without Priority	199080874	29-Mar-90	17-Nov-19	Registered/Granted	25	
STEPHENS BROTHERS 1919	Korea, Republic of	Austin Reed Limited	2009-63310	22-Dec-09	Without Priority	863623	04-May-11	04-May-21	Registered/Granted	18, 25	
STEPHENS BROTHERS 1919 LOGO	Japan	Austin Reed Limited	2006-70302	27-Jul-06	Without Priority	5020790	26-Jan-07	26-Jan-17	Registered/Granted	25	
STEPHENS BROTHERS SHIRTMAKERS	India	Austin Reed Limited	724992	04-Oct-96	Without Priority	724992	23-Feb-05	04-Oct-16	Registered/Granted	25	
SUMMIT DEVICE (MARK 1)	Japan	Austin Reed Limited	2001-97572	31-Oct-01	Without Priority	4590514	02-Aug-02	02-Aug-22	Registered/Granted	09, 18, 25	
SUMMIT DEVICE (MARK 1)	European Community	Austin Reed Limited	2388171	25-Sep-01	Without Priority	2388171	25-Sep-01	25-Sep-21	Registered/Granted	09, 18, 25, 35	Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland,

Trademark	Country	Applicant(s)	Application No.	Application Date	Application Type	Registration No	Registration Date	Closest Deadline	Case Status	Classes	Designated Countries
											Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom
SUMMIT DEVICE (MARK 1)	United Kingdom	Austin Reed Limited	2281376	24-Sep-01	Without Priority	2281376	24-Sep-01	24-Sep-21	Registered/Granted	09, 18, 25, 35	
SUMMIT DEVICE (MARK 2)	Korea, Republic of	Austin Reed Limited	2008-931	08-Jan-08	Without Priority	784555	02-Apr-09	02-Apr-19	Registered/Granted	25	
WRIGHT & PEEL	Germany	Austin Reed Limited	W 41460/25 Wz	05-Mar-91	Without Priority	2007245	06-Mar-91	06-Mar-21	Registered/Granted	25	
WRIGHT & PEEL	France	WRIGHT & PEEL LIMITED	275029	20-Mar-91	Without Priority	1651083	20-Mar-91	20-Mar-21	Registered/Granted	25	
WRIGHT & PEEL	Italy	Austin Reed Limited	MI2011C002 215	04-Mar-91	Without Priority	1429297	04-Mar-91	04-Mar-21	Registered/Granted	25	
WRIGHT & PEEL	Italy	Austin Reed Limited	MI2011C002 215	04-Mar-91	Without Priority	1429297	04-Mar-91	01-Dec-15	Registered/Granted		
WRIGHT AND PEEL (SER)	United Kingdom	Austin Reed Limited	1451760	03-Jan-91	Without Priority	1451760	22-May-92	03-Jan-18	Registered/Granted	25	

Part II
Details of Licenses-In

Territory	Licensee/Company
AUSTIN REED LIMITED	
Canada	Cavalier
Colombia	Textron S A
India	Shoppers Stop
Japan	Trenza
Japan	King Co Ltd
Malaysia	Cassard
Middle East	Apparel Group
Slovakia	The Hamilton Group
Thailand	Cassard
North America (Corporate Wear)	Bagir
Worldwide (excluding Japan)	Inspecc (eyewear)
Worldwide (excluding Japan & Korea)	Fragrance & Toiletries Intl

COUNTRY CASUALS LIMITED	
UK & EIRE	Orange Eyewear

Schedule 7

Security Trust Provisions

1 Duties of Security Trustee

Each of the Beneficiaries agrees that the Security Trustee will have only those duties, obligations and responsibilities expressly specified in this Deed (and no others will be implied)

2 No fiduciary duties

2 1 Nothing in this Deed constitutes the Security Trustee as a trustee or fiduciary of, nor shall the Security Trustee have any duty or responsibility to, any Chargor

2 2 The Security Trustee shall not be bound to account to any Chargor for any sum or the profit element of any sum received by it for its own account and, without prejudice to the generality of this paragraph 2 2, the Security Trustee may retain for its own account and benefit any fee, remuneration and profits paid to it in connection with

(a) its activities under the Finance Documents, and

(b) its engagement in any kind of banking or other business with any Chargor

3 Security Trustee's right to act and to deal

The Security Trustee may

3 1 act in an agency, trustee, fiduciary or other capacity on behalf of any banks or financial institutions providing facilities to any Chargor, or any associated company of an Chargor, as freely in all respects as if it had not been appointed to act as agent and/or trustee for the Beneficiaries under this Deed and without regard to the effect on the Beneficiaries of acting in such capacity, and

3 2 subscribe for, hold, be beneficially entitled to or dispose of shares or securities, or options or other rights to and interests in shares or securities in any Chargor or any associated company of an Chargor (in each case, without liability to account)

4 Rights and discretions of the Security Trustee

4 1 The Security Trustee may rely on

(a) any representation, warranty, notice or document believed by it to be genuine, correct and appropriately authorised, and

(b) any statement made by any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify

4 2 The Security Trustee may assume (unless it has received notice to the contrary in its capacity as agent for the Beneficiaries) that

(a) no Event of Default has occurred,

(b) this Deed has not become enforceable,

(c) any right, power, authority or discretion vested in any Party or the Majority Beneficiaries has not been exercised, and

(d) any notice or request delivered or made by a Chargor is made on behalf of and with the consent and knowledge of all the Chargors

4 3 The Security Trustee may

- (a) engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts,
 - (b) act in relation to the Finance Documents through its personnel and agents, and
 - (c) disclose to any other Party and to any person engaged by it or through whom it acts in accordance with this schedule 7 any information it reasonably believes it has received as agent under this Deed
- 4 4 Notwithstanding any other provision of any Finance Document to the contrary, the Security Trustee is not obliged to do or omit to do anything if it would or might in its opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality
- 5 **Majority Beneficiary instructions**
- 5 1 each Party acknowledges that one or more persons may from time to time constitute the Security Trustee and a Beneficiary may be the Security Trustee and may therefore form part of and participate in formulating the instructions from the Majority Beneficiaries
- 5 2 the Security Trustee shall (subject to its legal obligations)
 - (a) exercise any right, power, authority or discretion vested in it as Security Trustee in accordance with any instructions given to it by the Majority Beneficiaries (or, if so instructed by the Majority Beneficiaries, refrain from exercising any right, power, authority or discretion vested in it),
 - (b) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Majority Beneficiaries, and
 - (c) be entitled to request clarification of instructions from the Majority Beneficiaries,
- 5 3 any instructions given by the Majority Beneficiaries will be binding on all the Beneficiaries
- 6 The Security Trustee may refrain from acting in accordance with the instructions of the Majority Beneficiaries until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions
- 7 In the absence of instructions from the Majority Beneficiaries, the Security Trustee may act (or refrain from taking action) as it considers to be in the best interest of the Beneficiaries. The Security Trustee is not authorised to act on behalf of a Beneficiary (without first obtaining that Beneficiary's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph 7 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under this Deed or enforcement of this Deed
- 8 **Responsibility for documentation and customer identification**

Neither the Security Trustee nor any of its respective officers, employees or agents from time to time is responsible for

 - 8 1 the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by any Beneficiary, a Chargor or any other person given in or in connection with any Finance Document,
 - 8 2 the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document, or

- 8 3 any determination as to whether any information provided or to be provided to any Beneficiary is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise

9 Exclusion of liability

- 9 1 Without limiting paragraph 9, the Security Trustee will not be liable (including for negligence or any other category of liability whatsoever) for any action taken by it or not taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct

- 9 2 No Party (other than the Security Trustee in relation to its own officers) may take any proceedings against any officer, employee or agent of the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Security Trustee subject to clause 1 3 (*Third party rights*) and the provisions of the Third Parties Act, rely on this clause

- 9 3 The Security Trustee will be not liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by it if it has taken all necessary steps as soon as practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Security Trustee for that purpose

- 10 Nothing in this Agreement shall oblige the Security Trustee to carry out any "know your customer" or other checks in relation to any person on behalf of any Beneficiary and each Beneficiary confirms to the Security Trustee that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Security Trustee

11 Beneficiary's indemnity

Each Beneficiary shall (in proportion to its share of the Loan Notes or, if the Loan Notes are then zero, to its share of the Loan Notes immediately before their reduction to zero) indemnify the Security Trustee, within three Business Days of demand, against any cost, loss or liability (including for negligence or any other category of liability whatsoever) incurred by the Security Trustee (otherwise than by reason of its gross negligence or wilful misconduct) in acting in such capacity under the Finance Documents (except to the extent that the Security Trustee has been reimbursed by a Chargor pursuant to a Finance Document)

12 Resignation of the Security Trustee

- 12 1 The Security Trustee may resign and appoint a successor by giving notice to the Beneficiaries and the Chargors

- 12 2 The retiring Security Trustee shall, at its own cost, make available to the successor Security Trustee such documents and records and provide such assistance as the successor Security Trustee may request for the purposes of performing its functions as the Security Trustee under the Finance Documents

- 12 3 A resignation notice of a Security Trustee shall only take effect upon the appointment of a successor

- 12 4 Upon the appointment of a successor, the retiring Security Trustee shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this schedule 7 (*Role of the Security Trustee*) Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party

13 Relationship with the Beneficiaries

the Security Trustee may treat the person shown in its records as Beneficiary at the opening of business as the Beneficiary

13 1 entitled to or liable for any payment due under any Finance Document on that day, and

13 2 entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Beneficiary to the contrary in accordance with the terms of this Agreement

14 Each Beneficiary shall supply the Security Trustee with any information that the Security Trustee may specify as being necessary or desirable to enable the Security Trustee to perform its functions as Security Trustee

15 Credit appraisal by the Beneficiaries

Without affecting the responsibility of any Chargor for information supplied by it or on its behalf in connection with any Finance Document, each Beneficiary confirms to the Security Trustee that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including

15 1 the financial condition, status and nature of each Chargor and any surety for, or provider of Security in respect of, any Chargor's obligations under any Finance Document,

15 2 the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document,

15 3 whether that Beneficiary has recourse, and the nature and extent of that recourse, against any Party or any other person or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document,

15 4 the adequacy, accuracy and/or completeness of any information provided by the Security Trustee, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document, and

15 5 the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of any of this Deed or the existence of any Security Interest affecting the Charged Property

16 The Security Trustee's management time

At any time after an Event of Default, any amount payable to the Security Trustee under paragraph 11 (*Beneficiary Indemnity*) may include the cost of utilising the Security Trustee's management time or other resources and will be calculated on the basis of such daily or hourly rates as the Security Trustee may notify to the Chargors and the Beneficiaries.

17 Deduction from amounts payable by a Beneficiary

If any Party owes an amount to the Security Trustee under the Finance Documents the Security Trustee may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Security Trustee would otherwise be obliged

to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted

18 Trustee provisions

18 1 The Security Trustee declares that it holds all rights, title and interests in, to and under those Finance Documents to which it is a party and expressed to be a trustee (acting as trustee for the Beneficiaries, and all proceeds of the enforcement of such Finance Documents, on trust for the Beneficiaries on the basis set out in the Finance Documents

18 2 The Security Trustee, in its capacity as trustee or otherwise under any Finance Document is not liable for any failure

- (a) to require the deposit with it of any title deed, any Finance Document, or any other documents in connection with any Finance Document,
- (b) in it (or its solicitors or other legal counsel) holding any title deed, any Finance Document or any other documents in connection with any Finance Document in its own possession or to take any steps to protect or preserve the same including permitting the Chargors (or their solicitors or other legal counsel) to retain any such title deeds, any Finance Documents or any other documents,
- (c) to obtain any licence, consent or other authority for the execution, delivery, validity, legality, adequacy, performance, enforceability or admissibility in evidence of any such Finance Document,
- (d) to register, file or record or otherwise protect any of the Security Interests granted under the Finance Documents (or the priority of any of the Security Interests) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Finance Documents or the Security Interests granted under the Finance Documents,
- (e) to take or require any Chargor to take any step to render the Security Interests created or purported to be created by or pursuant to any such Finance Document effective or to secure the creation of any ancillary Security Interests under the laws of any jurisdiction,
- (f) to require any further assurances in relation to any such Finance Document, or
- (g) to insure any asset or require any other person to maintain any such insurance or be responsible for any loss which may be suffered by any person as a result of the lack, or inadequacy or insufficiency, of any such insurance

18 3 The Security Trustee may accept, without enquiry, any right or title an Chargor may (or may purport to) have to any asset which is the subject of any such Finance Document and shall not be bound or concerned to investigate or make any enquiry into the right or title of an Chargor to any such asset or to require that Chargor to remedy any defect in its right or title to the same

18 4 Save as otherwise provided in the Finance Documents, all moneys, which under the trusts contained in any Finance Document are received by the Security Trustee in its capacity as trustee or otherwise, may be invested in the name of, or under the control of, the Security Trustee in any investment for the time being authorised by English law for the investment by a trustee of trust money or in any other investments which may be selected by the Security Trustee Additionally, the same may be placed on deposit in the name of, or under the control of, the Security Trustee at such bank or institution (including the Security Trustee) and upon such terms as the Security Trustee may think fit

18 5 Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in

relation to the trusts constituted by any Finance Document

- 18 6 In the case of any conflict between the provisions of this Agreement and those of the Trustee Act 1925 or the Trustee Act 2000, the provisions of this Agreement shall prevail to the extent allowed by law, and shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000

19 Appointments by the Security Trustee

- 19 1 The Security Trustee may appoint one or more Delegates on such terms (which may include the power to sub-delegate) and subject to such conditions as it thinks fit, to exercise and perform all or any of the duties, rights, powers and discretions vested in it by any of the Finance Documents and shall not be obliged to supervise any Delegate or be responsible to any person for any loss incurred by reason of any act, omission, misconduct or default on the part of any Delegate
- 19 2 The Security Trustee may (whether for the purpose of complying with any law or regulation of any overseas jurisdiction, or for any other reason) appoint (and subsequently remove) any person to act jointly with the Security Trustee either as a separate trustee or as a co-trustee (each, an Appointee) on such terms and subject to such conditions as the Security Trustee thinks fit and with such of the duties, rights, powers and discretions vested in the Security Trustee by any Finance Document as may be conferred by the instrument of appointment of that person
- 19 3 The Security Trustee may pay reasonable remuneration to any Delegate or Appointee, together with any costs and expenses (including legal fees) reasonably incurred by the Delegate or Appointee in connection with its appointment. All such remuneration, costs and expenses shall be treated, for the purposes of this Deed as paid or incurred by the Security Trustee
- 19 4 Each Delegate and each Appointee shall have every benefit, right, power and discretion and the benefit of every exculpation (together Rights) of the Security Trustee under the Finance Documents, and each reference to the Security Trustee in the provisions of the Finance Documents which confer Rights shall be deemed to include a reference to each Delegate and each Appointee

20 This Deed

- 20 1 Each Beneficiary confirms its approval of this Deed and authorises and instructs the Security Trustee
- (a) to exercise the rights, powers and discretions given to the Security Trustee under or in connection with the Finance Documents together with any other incidental rights, powers and discretions, and
 - (b) to give any authorisations and confirmations to be given by the Security Trustee on behalf of the Beneficiaries under this Deed

- 20 2 The Security Trustee may accept without enquiry the title (if any) which any person may have to the Charged Property

21 Security Trustee as proprietor

Each Beneficiary confirms that it does not wish to be registered as a joint proprietor of any Security Interest constituted by a Security Document and accordingly authorises

- 21 1 the Security Trustee to hold such Security Interest in its sole name (or in the name of any Delegate) as trustee for the Beneficiaries, and
- 21 2 the Land Registry, Companies House (or other relevant registry) to register the Security

Trustee (or any Delegate or Appointee) as a sole proprietor of such Security Interest

22 Investments

Except to the extent that this Deed otherwise requires, any moneys which the Security Trustee receives under or pursuant to this Deed may be

22 1 invested in any investments which the Security Trustee selects and which are authorised by applicable law, or

22 2 placed on deposit at any bank or institution (including the Security Trustee) on terms that the Security Trustee thinks fit,

in each case in the name or under the control of the Security Trustee, and the Security Trustee shall hold those moneys, together with any accrued income (net of any applicable Tax) to the order of the Beneficiaries, and shall pay them to the Beneficiaries on demand

23 Releases of Charged Property

On a disposal of any of the Charged Property which is permitted under this Deed, the Security Trustee shall (at the cost of the Chargors) execute any release of this Deed or other claim over that Charged Property and issue any certificates of non-crystallisation of floating charges that may be required or take any other action that the Security Trustee considers desirable

24 Exclusion of liability

The Security Trustee shall not be

24 1 liable for

(a) any defect in or failure of the title (if any) which any person may have to any assets over which Security is intended to be created by this Deed,

(b) any loss resulting from the investment or deposit at any bank of moneys which it invests or deposits in a manner permitted by the Finance Documents,

(c) the exercise of, or the failure to exercise, any right, power or discretion given to it by or in connection with any Finance Document or any other agreement, arrangement or document entered into, or executed in anticipation of, under or in connection with, any Finance Document, or

(d) any shortfall which arises on enforcing this Deed

24 2 obliged to

(a) obtain any Authorisation or environmental permit in respect of any of the Charged Property or this Deed,

(b) hold in its own possession this Deed, any title deed or other document relating to the Charged Property or this Deed,

(c) perfect, protect, register, make any filing or give any notice in respect of this Deed (or the order of ranking of this Deed), unless that failure arises directly from its own gross negligence or wilful misconduct, or

(d) require any further assurances in relation to this Deed

25 Insurance

25 1 The Security Trustee shall not be obliged to

- (a) insure, or require any other person to insure, the Charged Property, or
 - (b) make any enquiry or conduct any investigation into the legality, validity, effectiveness, adequacy or enforceability of any insurance existing over the Charged Property
- 25 2 The Security Trustee shall not have any obligation or duty to any person for any loss suffered as a result of
 - (a) the lack or inadequacy of any insurance, or
 - (b) the failure of the Security Trustee to notify the insurers of any material fact relating to the risk assumed by them, or of any other information of any kind, unless a Beneficiary has requested it to do so in writing and the Security Trustee has failed to do so within fourteen days after receipt of that request
- 26 **Appointment of successor Security Trustee**

Every appointment of a successor Security Trustee shall be by deed
- 27 **Powers supplemental**

The rights, powers and discretions conferred upon the Security Trustee by this Agreement shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Trustee by any other Finance Document by general law or otherwise

SCHEDULE 8

Deed of Accession

THIS DEED OF ACCESSION is dated ●

BETWEEN.

- (1) **[●] LIMITED** (registered in England and Wales with company number [●]) (the **New Chargor**),
- (2) **AUSTIN REED GROUP LIMITED** (registered in England and Wales with company number 00164291) (the **Company**) for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below), and
- (3) **ALAN CHARLTON** of C/O Austin Reed Group Limited, Station Road, Thirsk, North Yorkshire, YO7 1QH (the **Security Trustee**)

BACKGROUND:

- (A) The Company and others as Chargors entered into a deed of debenture dated [●] 2014 (as supplemented and amended from time to time, the **Debenture**) in favour of the Security Trustee
- (B) The New Chargor has at the request of the Company and in consideration of the Security Trustee continuing to make facilities available to the Facility Companies and after giving due consideration to the terms and conditions of the Loan Note Instrument and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand

IT IS AGREED

- 28 Terms defined in and definitions incorporated in, the Debenture have the same meaning when used in this Deed
- 29 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed)
- 30 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor
- 31 The New Chargor grants to the Security Trustee the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or

release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession

- 32 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to
- (a) "this Deed" and similar phrases shall be deemed to include this Deed,
 - (b) "Schedule 2" shall be deemed to include a reference to Part I of the Schedule to this Deed,
 - (c) "Schedule 4" shall be deemed to include a reference to Part II of the Schedule to this Deed,
 - (d) "Schedule 5" shall be deemed to include a reference to Part III of the Schedule to this Deed,
 - (e) "Schedule 6" (Part I) shall be deemed to include a reference to Part V(a) of the Schedule to this Deed, and
 - (f) "Schedule 6" (Part II) shall be deemed to include a reference to Part V(b) of the Schedule to this Deed
- 33 The parties agree that the bank accounts of the New Chargor specified in Part V of the Schedule to this Deed shall be designated as Other Accounts for the purposes of the Debenture
- 34 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed
- 35 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in Clause 1 2(f) of the Debenture
- (g) charges to the Security Trustee by way of first legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Mortgaged Property*) to the Debenture and/or Part I of the Schedule to this Deed,
 - (h) mortgages and charges and agrees to mortgage and charge to the Security Trustee by way of first mortgage all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Group Shares for the purposes of the Debenture),
 - (i) mortgages and charges and agrees to mortgage and charge to the Security Trustee the same to be a security by way of a first mortgage all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part III of the Schedule to this Deed (which shall from today's date form part of the Specified Equipment for the purposes of the Debenture), the same to be a security by way of a first legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment
 - (j) charges to the Security Trustee by way of first fixed charge its Intellectual Property (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Scheduled Intellectual Property of the Chargors for the purposes of the Debenture)

This Deed and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE TO THE DEED OF ACCESSION

Part I (Mortgaged Property)

Part II (Group Shares)

Part III(Specified Equipment)

Part IV (Scheduled Intellectual Property)

Part V (Other Accounts)

SIGNATORIES TO THE DEED OF ACCESSION

The New Chargor

Executed as a deed by
[•] LIMITED

)
)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

The Company

Executed as a deed by
AUSTIN REED GROUP LIMITED
for itself and as agent for the other
Chargors party to the Debenture

)
)
)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

R Evans
Lyn Evans
Austin Reed Station Road, Thirsk, 4071 011
Property to stand

The Security Trustee

Executed as a deed by
ALAN CHARLTON

)
)

In the presence of

Signature of witness

Name

Address

Occupation

R Evans
Lyn Evans
to above

1.

SIGNATORIES TO THE DEBENTURE

The Company

Executed as a deed by
AUSTIN REED GROUP LIMITED

)
)
)

Director



In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans

~~As above~~ Austin Reed, Station Road, Thirsk, YO7 1QH
Property Assistant

The Other Chargors

Executed as a deed by
ARG (PROPERTY) LIMITED

)
)
)

Director



In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans

~~As above~~ Austin Reed, Station Road, Thirsk, YO7 1QH
Property Assistant

Executed as a deed by
AUSTIN REED CREDIT SERVICES LIMITED

)
)
)

Director



In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans

~~As above~~ Austin Reed, Station Road, Thirsk, YO7 1QH
Property Assistant

Executed as a deed by
AUSTIN REED LIMITED

)
)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans
~~As above~~

+

Austin Reed, Stoker Road, Thirsk, YO7 1QJ
Property Assistant

Executed as a deed by
COUNTRY CASUALS HOLDINGS LIMITED

)
)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans
~~As above~~

+

Austin Reed, Stoker Road, Thirsk, YO7 1QJ
Property Assistant

Executed as a deed by
COUNTRY CASUALS LIMITED

)
)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

L Evans
Lyn Evans
~~as above~~

+

Austin Reed, Stoker Road, Thirsk, YO7 1QJ
Property Assistant

Executed as a deed by
DARIUS CAPITAL LIMITED

)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

R Evans
hyn Evans
~~to above~~
u

Archie Reed, Station Road, Thirsk, YO71 6L
Property Assistant

Executed as a deed by
GAJAN HOLDINGS LIMITED

)
)

Director

In the presence of

Signature of witness

Name

Address

Occupation

R Evans
hyn Evans
~~to above~~
u

Archie Reed, Station Road, Thirsk, YO71 6L
Property Assistant

The Security Trustee

Executed as a deed by)
ALAN CHARLTON)

In the presence of

Signature of witness

Name

Address

Occupation

[Handwritten signature]
Alan Evans
Alan Evans
As above

Arshin Reed, Station Road, Thirsk, YO7 1QJ
Property Assistant

THE BENEFICIARIES

Executed as a deed by)
GUY NAGGAR)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
MARION NAGGAR)
)

In the presence of

Signature of witness

Name

Address

Occupation

The Security Trustee

Executed as a deed by)
ALAN CHARLTON)

In the presence of

Signature of witness

Name

Address

Occupation

THE BENEFICIARIES

Executed as a deed by)
GUY NAGGAR)
)


In the presence of

Signature of witness

Name

Address

Occupation


SAMPA ZANGPO
SHANGRI-LA VILLINGILI
ADM.

Executed as a deed by)
MARION NAGGAR)
)

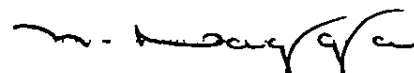
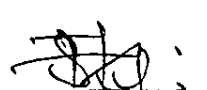
In the presence of

Signature of witness

Name

Address

Occupation



SAMPA ZANGPO
SHANGRI-LA VILLINGILI
ADM.

Debenke
②

Executed as a deed by
JOHNNY NAGGAR

)
)
)

Johnny Naggar

In the presence of

Signature of witness

[Signature]

Name

SAMPA ZANGPO

Address

SHANGRI-LA VILLINGILI

Occupation

ADM.

Executed as a deed by
DIANNE STEINBERG

)
)
)

Dianne Steinberg

In the presence of

Signature of witness

[Signature]

Name

SAMPA ZANGPO

Address

SHANGRI-LA VILLINGILI

Occupation

ADM.

Executed as a deed by
NICHOLAS HOLLINGWORTH

)
)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by
ALAN JACOB

)
)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
JOHNNY NAGGAR)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
DIANNE STEINBERG)
)

In the presence of

Signature of witness

Name

Address


Occupation

Executed as a deed by)
NICHOLAS HOLLINGWORTH)
)



In the presence of

Signature of witness



Name

JONATHAN KITCHENER

Address

42 WOODBOTE DRIVE B26 RD

Occupation

OPERATIONS MANAGER

Executed as a deed by)
ALAN JACOB)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
JOHNNY NAGGAR)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
DIANNE STEINBERG)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
NICHOLAS HOLLINGWORTH)
)

In the presence of

Signature of witness

Name

Address

Occupation

Executed as a deed by)
ALAN JACOB)
)

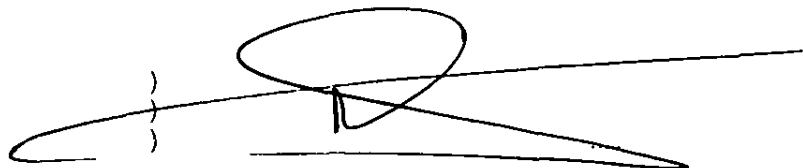
In the presence of

Signature of witness

Name

Address

Occupation



AHMED ADAM



AHMED ADAM

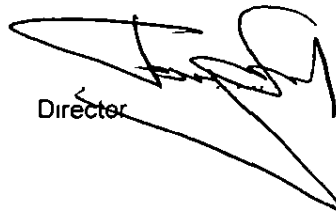
1 FRETWELL HOUSE, 44 CHARGE SIDE, SOUTHGATE, N14 5BN

ACCOUNTANT

Executed as a deed by
LASKARI HOLDINGS LIMITED

)
)
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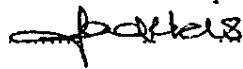
Director



JEREMY SMITH

In the presence of

Signature of witness



Name

JULIE ANNE DEBORAH LEWIS

Address

LA ROTTE CHAMBERS, ST HELOIR
JERSEY JE1 1PB

Occupation

PRIVATE CLIENT ASSOCIATE DIRECTOR.