



Registration of a Charge

Company Name: **NEW LOOK RETAILERS LIMITED**

Company Number: **01618428**



XCDJASIB

Received for filing in Electronic Format on the: **05/10/2023**

Details of Charge

Date of creation: **04/10/2023**

Charge code: **0161 8428 0018**

Persons entitled: **BLAZE HILL CREDIT OPPORTUNITIES LIMITED**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1618428

Charge code: 0161 8428 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2023 and created by NEW LOOK RETAILERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2023 .

Given at Companies House, Cardiff on 9th October 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

CONFIDENTIAL

Execution Version

Dated 4 October 2023

**New Look Limited
(and others as Chargors)**

and

**Blazehill Credit Opportunities Limited
(as Lender)**

Debenture

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Debenture

Dated 4 October 2023

Between

- (1) **New Look Limited**, registered in England with number 01996366 (the **Company**);
- (2) **The Companies** identified in Schedule 1 (*The Other Chargors*) (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**); and
- (3) **Blazehill Credit Opportunities Limited**, registered in England with number 14664465 (the **Lender**).

It is agreed:

1 Definitions and Construction

1.1 Definitions

Words and expressions defined in the Facility Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

ABL Agent has the meaning given to the term "Agent" in the ABL Facilities Agreement.

ABL Facilities Agreement has the meaning given to that term in the Facility Agreement.

ABL Finance Parties means has the meaning given to the term "Finance Parties" in the ABL Facilities Agreement.

ABL Post-Termination Rights means the rights which a Chargor has following the Senior Discharge Date to the repayment of any surplus following the collection of receivables.

Act means the Law of Property Act 1925.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means (other than any Non-Vesting Debts or Purchased Receivables):

- (a) each Receivable and all book and other debts (including any sums owed by banks or similar institutions, but excluding any Dividends) both 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 relating to the debts referred to in (a) 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).

Charged Accounts means the Collection Accounts and the Operating Accounts.

Collection Accounts means the bank accounts of the Chargors specified in Part I of Schedule 2 (*Charged Accounts*) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the relevant Chargor and the Lender may designate or approve in writing.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 3 (*Deed of Accession*).

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

Dividends, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of that Share.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Facility Agreement means the facility agreement dated 11 September 2023 between, amongst others, New Look Limited as Parent, the Company and other entities listed therein as Borrowers and/or Guarantors and Blaze Hill Credit Opportunities Limited as Lender, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

Financial Collateral has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003.

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property means:

(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets,

which, in each case, are of a type which are not disposed of in the ordinary course of trading.

Intercreditor Agreement has the meaning given to that term in the Facility Agreement

Investment means:

(c) any Shares or loan capital held in a Subsidiary; and

(d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights (including Dividends and proceeds of Disposal) arising in connection with them.

Land has the same meaning as it has in section 205(1) of the Act.

Mezzanine Discharge Date has the meaning given to that term in the Intercreditor Agreement

Mortgaged Property means any Land which is from time to time charged in favour of the Lender by way of first legal mortgage pursuant to this Deed.

Non-Vesting Debts means any Receivables which are required or purported to be Purchased Receivables pursuant to the ABL Facilities Agreement, but which do not, for any reason, vest absolutely and effectively in the ABL Agent (as trustee for the Lenders under the ABL Facilities Agreement) from time to time.

Officer means, in relation to a person, any officer, employee or agent of that person.

Operating Accounts means the bank accounts of the Chargors specified in Part II of Schedule 2 (*Charged Accounts*) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the Lender and the relevant Chargor may designate or approve in writing.

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed.

Right means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Secured Obligations means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Lender under or pursuant to the Finance Documents or any Bank Product Agreement.

Security Assets means all assets (other than Guernsey situs assets) of each Chargor the subject of any Security created by this Deed.

Security Period means the period during which the liabilities of the Chargors (or any of them) remain in force in accordance with the provisions of clause 12 (*Duration of the Security*).

Senior Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Shares means all shares held by any Chargor in its Subsidiaries.

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 4 (*Specified Intellectual Property*) and in the Schedule to any Deed of Accession.

UK Shares means any Shares relating to a company incorporated in England and Wales.

1.2 Construction

- (a) The principles of construction set out in clause 1.2 (Construction) of the Facility Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Facility Agreement.
- (b) Unless a contrary intention appears, any reference in this Deed to:
 - (i) this Deed is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
 - (ii) a **Chargor** or the **Lender** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted); and
 - (iii) the **Lender** (except for the references in clause 14 (*Power of Attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- (c) The liabilities of the Chargors under this Deed are joint and several.
- (d) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Lender, it will do so as soon as reasonably practicable after it becomes aware of the requirement or request.
- (e) It is intended that this document takes effect as a deed even though the Lender may only execute it under hand.
- (f) This Deed may be executed in any number of counterparts. In addition, if this Deed is to be executed by any party by the signature of more than one person, they may do so on separate counterparts.
- (g) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (h) Each category of asset, each asset and each sub-category of asset charged under clause 3 (*Charges*) will be construed separately, as though charged independently and separately of each other.

1.3 Third Party Rights

The Rights conferred on the Lender, each Receiver and each Officer of the Lender or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Deed. The parties to this Deed may terminate this

Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Finance Documents).

1.4 Contractual recognition of bail-in

The provisions of clause 1.14 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Finance Documents referred to this Deed.

1.5 Intercreditor Agreement

The Chargors and the Lender agree that this Deed is subject to the terms of the Intercreditor Agreement and that, in the event of any inconsistency between the terms of this Deed and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail.

2 Payment of Secured Obligations

Each Chargor covenants with the Lender that it will pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents and any applicable Bank Product Agreements.

3 Charges

3.1 Nature of charges

The charges and assignment contained in this clause 3 secure the payment and discharge of the Secured Obligations and are given to the Lender with full title guarantee.

3.2 Legal mortgage

Each Chargor charges by way of first legal mortgage all the Land of which a brief description is contained in Schedule 5 (*Mortgaged Property*) and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of Insurances).

3.3 Fixed charge

Each Chargor charges by way of fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in its:

- (a) Land, other than that charged under clause 3.2 (*Legal mortgage*);
- (b) Equipment;
- (c) Collection Accounts and all monies standing to the credit of any of the Collection Accounts and the debts represented by them;
- (d) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (e) Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor;
- (f) Specified Intellectual Property;

- (g) Intellectual Property (other than any Specified Intellectual Property) arising or subsisting in the United Kingdom, the Republic of Ireland and Germany;
- (h) Investments, including those held for it by any nominee;
- (i) goodwill and uncalled capital;
- (j) Authorisations held by it in relation to any Security Asset; and
- (k) contracts and policies of insurance,

and any Rights accruing to, derived from or otherwise connected with them.

3.4 Floating charge

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets to the extent such undertaking or assets have not otherwise been validly and effectively mortgaged, assigned or charged pursuant to clauses 3.2 (*Legal mortgage*) or 3.3 (*Fixed charge*) above.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.5 Assignment

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of all of its ABL Post-Termination Rights together with all other Rights accruing to, derived from or otherwise connected with them.
- (b) To the extent that any right described in clause 3.5(a) is not assignable or capable of assignment, the assignment of that right purported to be effected by this clause shall 3.5 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which a Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) Each Chargor shall remain liable to perform its obligations under the ABL Facilities Agreement prior to the Senior Discharge Date.
- (d) Notwithstanding the terms of this clause 3.5, each Chargor may at all times continue to exercise all and any of its rights (other than, prior to the Mezzanine Discharge Date, the ABL Post-Termination Rights) under and in connection with the ABL Facilities Agreement.

3.6 Trust

If or to the extent that the mortgaging, assigning or charging:

- (a) of any Security Asset is ineffective because it is subject to a third party consent or because of a prohibition on that mortgaging, assigning or charging; or
- (b) of any Security Asset would lead to the termination of, or give any counterparty the right to terminate, any contracts or rights of the Chargor, in each case, in respect of those assets,

the relevant Chargor instead holds it on trust for the Lender.

4 Conversion of Floating charge

- (a) The Lender may convert all or part of the floating charge created by a Chargor under clause 3.4 (*Floating charge*) into a fixed charge by giving notice to that effect to the relevant Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) following the occurrence of an Event of Default which is continuing or (b) if the Lender reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.
- (b) The floating charge hereby created may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986, other than in respect of any floating charge referred to in subsection (4) of section A52 of Part A2 of the Insolvency Act 1986.

5 Restrictions

- (a) Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Lender agrees to the contrary or unless permitted under the Facility Agreement.
- (b) No Security will exist over, or in relation to, any Security Asset other than a Permitted Security or a Permitted Transaction.
- (c) There will be no Disposal of any Security Asset other than a Permitted Disposal, a Permitted Transaction or a Disposal in the ordinary course of trade of any Security Asset which is subject only to the floating charge created by clause 3.45 (*Floating charge*).

6 Perfection

6.1 General action

- (a) Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Lender may reasonably require from time to time in order to:
 - (i) ensure that the Lender has effective first-ranking Security of the type described in clause 3 (*Charges*), subject only to such Permitted Security as the Lender has agreed should rank in priority; and
 - (ii) facilitate the enforcement of the Security created by this Deed, the realisation of the Security Assets or the exercise of any Rights held by the Lender or any Receiver or Administrator under or in connection with this Deed.
- (b) The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of this Deed.

6.2 Land

- (a) Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Mortgaged Property in England and Wales and which is, or is required to be, registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [date of this Deed] in favour of Blaze Hill Credit Opportunities Limited of 4th Floor 24 Old Bond Street, Mayfair, London, United Kingdom, W1S 4AW referred to in the Charges Register."

- (b) Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Mortgaged Property over which it has created a charge by way of legal mortgage in favour of the Lender.
- (c) Each Chargor will:
 - (i) deposit with the Lender all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to any Mortgaged Property (the **Title Documents**);
 - (ii) procure that the Title Documents are held at the applicable Land Registry to the order of the Lender; or
 - (iii) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender or that purpose.

6.3 Intellectual Property

- (a) Each Chargor will promptly notify the Lender of its acquisition of, or agreement to acquire, any Intellectual Property registered in the United Kingdom, the Republic of Ireland or Germany and any action taken to register any Intellectual Property in the United Kingdom, the Republic of Ireland or Germany.
- (b) If requested by the Lender, each Chargor will promptly at its own expense execute any document and do all assurances, acts and things as the Lender may require to ensure that the Security created by this Deed is recorded in each register in the United Kingdom, the Republic of Ireland and Germany.

6.4 Collection Accounts

Subject to clause 15.32 (*Conditions subsequent*) of the Facility Agreement, each Chargor that is a Borrower will, promptly following a request from the Lender either:

- (a) serve notice on the bank at which each Collection Account is opened substantially in the form set out in Part I of Schedule 6 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement substantially in the form set out in Part II of Schedule 6 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Lender in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Lender and the relevant account bank in their absolute discretion.

6.5 Operating Accounts

Each Chargor will, promptly following a request from the Lender:

- (a) serve notice on the bank at which each Operating Account is opened, substantially in the form set out in Part III of Schedule 6 (*Forms of Notice to Banks and Acknowledgement*) and use its reasonable endeavours to procure that the relevant bank returns the acknowledgement substantially in the form set out in Part IV of Schedule 6 (*Forms of Notice*

to Banks and Acknowledgement) or such other form acceptable to the Lender in its absolute discretion; or

- (b) execute and deliver an account control agreement with the relevant bank on terms acceptable to the Lender and the relevant account bank in their absolute discretion.

6.6 Shares

If a Chargor owns UK Shares, it will:

- (a) to the extent necessary to do so, amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Lender in order to enable it to enforce its Security without restriction; and
- (b) within three (3) Business Days of the ABL Agent returning the same to the relevant Chargor following the Senior Discharge Date (as defined in the Intercreditor Agreement), deposit with the Lender all certificates or other documents of title to those UK Shares and stock transfer forms for them, executed in blank by the relevant Chargor.

Following the Senior Discharge Date (as defined in the Intercreditor Agreement), each Chargor that owns UK Shares will promptly instruct the ABL Agent to and use all reasonable endeavours to procure that the ABL Agent either delivers to the Lender or returns to the relevant Chargor all certificates or other documents of title to those UK Shares and stock transfer forms for them that had been deposited with the ABL Agent.

6.7 ABL Post-Termination Rights

Each Chargor shall:

- (a) on the date of this Deed serve a notice of assignment, substantially in the form of Part I of Schedule 8 (Form of Notice to the ABL Agent) on the ABL Agent; and
- (b) procure that the ABL Agent acknowledges (on behalf of the ABL Finance Parties) that notice, substantially in the form of Part II of Schedule 8 (Form of Acknowledgement from ABL Agent).

6.8 Subsequent Security

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the Lender from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to the Lender.

7 Representations

Each Chargor makes the representations set out in this clause 7 to the Lender on the date of this Deed and on the dates on which the Repeating Representations are to be repeated in accordance with clause 13.31 (*Times when representations made*) of the Facility Agreement with reference to the facts and circumstances then existing.

7.1 Mortgaged Property

The details of the Mortgaged Property owned by a Chargor described in Schedule 5 (*Mortgaged Property*) is accurate and complete as at the date of this Deed.

7.2 Investments

- (a) All UK Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 7 (*Shares*).
- (b) All of those UK Shares and, to the extent applicable, all other Investments are fully paid.

7.3 Specified Intellectual Property

As at the date of this Deed:

- (a) the details of the Specified Intellectual Property appearing or referred to in Schedule 4 (*Specified Intellectual Property*) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other Intellectual Property registered in the United Kingdom, the Republic of Ireland or Germany which is not identified in that Schedule.

8 Undertakings

8.1 Bank Accounts

- (a) No Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any Collection Account and no Chargor will take any action, claim or proceedings against the Lender or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Collection Account; and
- (b) No Chargor will maintain any bank accounts which are not Charged Accounts.

8.2 Mortgaged Property and Equipment

- (a) Each Chargor will:
 - (i) comply with all material statutory, regulatory, environmental and contractual obligations relating to its Mortgaged Property and any Equipment on its Mortgaged Property or its use except to the extent that non-compliance of such obligations would not materially adversely affect the value or marketability of any such asset;
 - (ii) comply with all material obligations imposed on it, and enforce the observance and performance of all obligations of all other persons, under any lease of its Mortgaged Property;
 - (iii) keep and maintain its Mortgaged Property and any Equipment on its Mortgaged Property in good repair, working order and condition (ordinary wear and tear excepted) and permit the Lender and its representatives to enter and view their state and condition on giving reasonable notice to the relevant Chargor; and
 - (iv) pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of its Mortgaged Property and any Equipment on its Mortgaged Property and on request produce evidence of such payment to the Lender.
- (b) No Chargor will, without the prior written consent of the Lender:

- (i) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Mortgaged Property;
 - (ii) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change the use of its Mortgaged Property;
 - (iii) determine, accept or agree to accept the surrender of any leasehold interest in any of its Mortgaged Property;
 - (iv) apply to the Land Registry to register the whole or any part of its Mortgaged Property as commonhold land or establish a commonhold association in respect of any of its Mortgaged Property; or
 - (v) make a material change to the use of any of its Mortgaged Property.
- (c) Each Chargor will promptly notify the Lender if:
- (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of its Mortgaged Property, other than any proceeding which is frivolous or vexatious proceedings and is discharged, stayed or dismissed within fourteen (14) days of commencement.

8.3 Investments

- (a) After an Event of Default occurs and is continuing each Chargor will:
- (i) promptly pay over to the Lender all distributions relating to its Investments; and
 - (ii) exercise all voting and other Rights attached to the Investments in any manner which the Lender may direct. Until such time each Chargor will be entitled to exercise those Rights.
- (b) Each Chargor will comply with all conditions and obligations assumed by it in respect of any of its Investments where failure to so comply would in the reasonable opinion of the Lender adversely affect the interests of the Lender under the Finance Documents.

9 Enforcement

9.1 Time for enforcement

The Security created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default that is continuing or if a Chargor so requests.

9.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable in accordance with clause 9.1 (*Time for enforcement*), the Lender may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice on any bank at which an Operating Account is open, terminating the Chargor's right to operate such Operating Account;
- (b) exercise all the Rights given to mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;

- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, but without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to clause 10.1 (*Appointment*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (f) appoint an administrator of any Chargor; and
- (g) take any other action it may decide in any jurisdiction other than England.

9.3 Disposal of the Security Assets

In exercising the powers referred to in clause 9.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Application of proceeds

All money received by the Lender or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security Documents) will be applied in accordance with and subject to the terms of the Intercreditor Agreement.

10 Appointment and Powers of Receiver

10.1 Appointment

A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Lender in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Lender may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Lender may remove or replace any Receiver.

10.2 Powers

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by the Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an Insolvency Event in relation to a Chargor.

10.3 Status and remuneration

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Lender may from time to time determine the remuneration of any Receiver.

10.4 Third parties

A person dealing with the Lender or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

11 Preservation of Security

11.1 Waiver of defences

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 11.1, would reduce, release or prejudice that Security or any of those obligations under this Deed (whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor 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 Obligor or any 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 any Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or 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;
- (g) any Insolvency or similar proceedings; or
- (h) the exercise of, or refraining from the exercise of, any rights against any Obligor or any Secured Assets.

11.2 Immediate recourse

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

11.3 Appropriations

Until the expiry of the Security Period, the Lender may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lender in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will 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 Obligations.

11.4 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Chargor or any other Obligor;
- (b) to claim any contribution from any other guarantor of any Chargor's or any Obligor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Lender's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender.

12 Duration of the Security

- (a) The liabilities of each Chargor under the Finance Documents and the Security created by this Deed will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Lender (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
 - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (ii) the Lender will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to this Deed.

13 Expenses, liability and indemnity

- (a) Each Chargor will, promptly (but in any event within five (5) Business Days of demand):
 - (i) pay all costs and expenses (including any stamp duty, registration or other similar taxes, legal and valuation fees) reasonably incurred by the Lender or by any Receiver or Delegate in connection with the negotiation, preparation, printing and execution of this Deed and any other documents referred to in this Deed and any amendment, waiver, consent or release required in connection with this Deed; and
 - (ii) pay all other costs and expenses incurred by the Lender or by any Receiver or Delegate relating to the taking, holding, protection, enforcement or preservation of the Security Assets or any of their respective Rights under this Deed.

- (b) Neither the Lender nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or this Deed, except to the extent caused by its own gross negligence or wilful misconduct.
- (c) Each Chargor will, within five (5) Business Days of demand, indemnify each of the Lender, a Receiver and their respective Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
 - (i) anything done or omitted in the exercise of the powers conferred on it by this Deed, unless it was caused by its gross negligence or wilful misconduct; or
 - (ii) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Security created by this Deed had not been granted and which was not caused by its gross negligence or wilful misconduct.
- (d) The Lender, any Receiver and their respective Officers will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 13 (*Expenses, Indemnity and Liability*).

14 Power of Attorney

- (a) Each Chargor, by way of security, irrevocably appoints each of the Lender and any Receiver severally to be its attorney to do anything:
 - (i) which the Chargor is obliged to do under this Deed but has failed to do; or
 - (ii) following an Event of Default that is continuing, which the attorney may require to exercise any of the Rights conferred on it by this Deed or by law.
- (b) Each Chargor agrees, on the request of the Lender or any Receiver, to ratify and confirm all such action taken.

15 Remedies

- (a) The Rights created by this Deed are in addition to any other Rights of the Lender against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights and are not limited by them.
- (b) No failure by the Lender to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by the Lender preclude its further exercise.
- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

16 Notices

Any communications to be made under or in connection with this Deed will be made in accordance with clause 24 (*Communications*) of the Facility Agreement.

17 Miscellaneous

17.1 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate will 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 will 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 will be created on the date of the Deed of Accession).
- (b) 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 will be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

17.2 Operating Accounts

At any time before the Security created by this Deed has become enforceable in accordance with clause 9.1 (*Time for enforcement*), any amount permitted by the terms of the Finance Documents to be paid into an Operating Account will on payment into such account stand released from the fixed charge created by clause 3.3 (*Fixed charge*) and will stand subject to the floating charge created by clause 3.4(a) (*Floating charge*), provided that such release will in no respect prejudice the continuance of any fixed charge created by clause 3.3 (*Fixed charge*) in respect of any other amount.

18 Governing Law and Jurisdiction

18.1 Governing Law

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

18.2 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 18.2 (*Jurisdiction*) is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
The Other Chargors

Name of Chargor	Jurisdiction of Incorporation	Registration number (if any)
New Look Retailers Limited	England and Wales	01618428
Geometry Properties Limited	England and Wales	02027827

Schedule 2 Charged Accounts

Part I – Collection Accounts

Chargor	Bank	Sort Code	Account No.
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None as at the date of this Deed.

Part II – Operating Accounts

Chargor	Bank	Sort Code	Account No.
New Look Retailers Limited	HSBC Bank Plc	40-02-50	8937
New Look Retailers Limited	HSBC Bank Plc	40-05-15	3144
New Look Retailers Limited	HSBC Bank Plc	40-05-15	0575
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4370
New Look Retailers Limited	HSBC Bank Plc	40-02-50	3994
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4394
New Look Retailers Limited	HSBC Bank Plc	40-02-50	2295
New Look Retailers Limited	Unicredit Bank AG	50320191	5725
New Look Retailers Limited	HSBC Bank Plc	40-05-15	9880
New Look Retailers Limited	HSBC Bank Plc	40-05-15	2235
New Look Retailers Limited	HSBC Bank Plc	40-05-15	2769
New Look Retailers Limited	HSBC Bank Plc	40-05-15	5896
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4079
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4087
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4060
New Look Retailers Limited	HSBC Bank Plc	40-05-15	9302

Chargor	Bank	Sort Code	Account No.
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4044
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4036
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4028
New Look Retailers Limited	HSBC Bank Plc	40-02-50	4117
New Look Limited	HSBC Bank Plc	40-05-15	9229
Geometry Properties Limited	HSBC Bank Plc	40-02-50	4109

Schedule 3

Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) [•] Limited [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **New Look Limited** registered in England with number 01996366 whose registered office is at New Look House, Mercery Road, Weymouth, Dorset, DT3 5HJ for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (the **Company**); and
- (3) **Blazehill Credit Opportunities Limited**, registered in England with number 14664465 (the **Lender**).

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated [•] (as supplemented and amended from time to time, the **Debenture**) in favour of the Lender.
- (B) The New Chargor has at the request of the Company and in consideration of the Lender continuing to make facilities and/or Bank Products available to the Borrowers and after giving due consideration to the terms and conditions of the Finance Documents 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 Lender intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 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 will 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 will be created on the date of this Deed).
- 3 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.
- 4 The New Chargor grants to the Lender the assignments, charges, mortgages and other Security 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 will be effective and binding on it and its property and assets and will 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.

- 5 The Debenture and this Deed will be read and construed as one to the extent and so that references in the Debenture to:
- (a) this Deed and similar phrases will be deemed to include this Deed;
 - (b) Schedule 2 (*Charged Accounts*) will be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 (*Specified Intellectual Property*) will be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 (*Mortgaged Property*) will be deemed to include a reference to Part III of the Schedule to this Deed; and
 - (e) Schedule 7 (*UK Shares*) will be deemed to include a reference to Part IV of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed:
- (a) as Operating Accounts will be designated as Operating Accounts; and
 - (b) as Collection Accounts will be designated as Collection Accounts,
- for the purposes of the Debenture.
- 7 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.
- 8 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 Obligations, and in the manner specified in clause 3.1 (*Nature of charges*) of the Debenture:
- (a) charges by way of first legal mortgage all the Land (if any) a brief description of which is contained in Schedule 5 (*Mortgaged Property*) to the Debenture and/or Part I of the Schedule to this Deed; and any Rights accruing to, derived from or otherwise connected with it (including Insurances and proceeds of Disposal and of Insurances);
 - (b) charges by way of fixed charge all of its Equipment (if any) and all spare parts and replacements for and all modifications and additions to such Equipment;
 - (c) charges by way of fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
 - (i) the Collection Account(s) specified in Part I of the Schedule to this Deed and all monies standing to the credit of such Collection Account(s) and the debts represented by them;
 - (ii) the Intellectual Property (if any) specified in Part II of the Schedule to this Deed (which will from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture);
 - (iii) Intellectual Property not charged under sub-paragraph (c)(ii) above; and

(iv) (including those held for it by any nominee) Investments including all of the UK Shares (if any) brief descriptions of which are specified in Part IV of the Schedule to this Deed,

and any Rights accruing to, derived from or otherwise connected with them.

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

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Part I – Charged Accounts

Collection Accounts

[Insert details of all Collection Accounts of the New Chargor]

Operating Accounts

[Insert details of all Operating Accounts of the New Chargor]

Part II – Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

Part III – Mortgaged Property

[Insert details of any real property owned by the New Chargor]

Part IV – UK Shares

[Insert details of all UK Shares held by the New Chargor]

SIGNATORIES

[to the Deed of Accession]

The New Chargor

Executed as a deed by

● **LIMITED**

acting by a director in the presence of:

)

)

)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by

NEW LOOK LIMITED

acting by a director in the presence of:

)

)

)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Lender



BLAZE HILL CREDIT OPPORTUNITIES LIMITED

By:

Name:

Title:

Schedule 4 **Specified Intellectual Property**

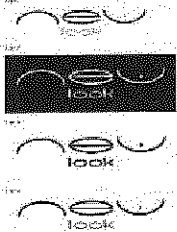


United Kingdom		
Entity	Trade Mark	Link
New Look Limited	UK00003674386 Status: Registered Mark type: Word Mark text: 20-REPS File date: 28 July 2021 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003674386
New Look Limited	UK00003683245 Status: Registered Mark type: Word Mark text: 915 File date: 18 August 2021 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003683245
New Look Limited	UK00003714482 Status: Registered Mark type: Word Mark text: 915 File date: 26 October 2021 Classes: 3, 8, 11, 14, 16, 18, 20, 21, 24, 26, 28	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003714482
New Look Limited	UK00003038716 Status: Registered Mark type: Figurative  Mark text: 915 GENERATION File date: 21 January 2014 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003038716
New Look Limited	UK00801195299 Status: Registered Mark type: Figurative  Mark text: 915 GENERATION File date: 21 January 2014 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00801195299


United Kingdom		
Entity	Trade Mark	Link
New Look Limited	UK00003385047 Status: Registered Mark type: Word Mark text: AFFINITY File date: 20 March 2019 Classes: 14	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003385047
New Look Limited	UK00918104320 Status: Registered Mark type: Word Mark text: AFFINITY File date: 07 August 2019 Classes: 14	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00918104320
New Look Limited	UK00002656776 Status: Registered Mark type: Word Mark text: AGENDA File date: 18 March 2013 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002656776
New Look Limited	UK00002298529 Status: Registered Mark type: Word Mark text: DEPT 88 File date: 20 April 2002 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002298529
New Look Limited	UK00003720970 Status: Registered Mark type: Word Mark text: KIND File date: 12 November 2021 Classes: 14, 18, 25, 35	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003720970
New Look Limited	UK00003380438 Status: Registered Mark type: Word Mark text: Kind Clothing File date: 05 March 2019 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003380438
New Look Limited	UK00003378203 Status: Registered Mark type: Word Mark text: Kynd Clothing File date: 25 February 2019 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003378203





United Kingdom		
Entity	Trade Mark	Link
New Look Limited	UK00002632950 Status: Registered Mark type: Word Mark text: LABEL LOUNGE File date: 28 August 2012 Classes: 35	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002632950
New Look Limited	UK00003370868 Status: Registered Mark type: Word Mark text: LOVE YOUR SOLE File date: 29 January 2019 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003370868
New Look Limited	UK00918100607 Status: Registered Mark type: Word Mark text: LOVE YOUR SOLE File date: 29 July 2019 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00918100607
New Look Limited	UK00002650959 Status: Registered Mark type: Word Mark text: MUMSIE File date: 01 February 2013 Classes: 25	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002650959
New Look Limited	UK00003057247 Status: Registered Mark type: Word Mark text: NEVER SETTLE File date: 27 May 2014 Classes: 18, 25, 35	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003057247
New Look Limited	UK00801240587 Status: Registered Mark type: Word Mark text: NEVER SETTLE File date: 27 May 2014 Classes: 18, 25, 35	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00801240587
New Look Limited	UK0002300966A Status: Registered Mark type: Word Mark text: NEW LOOK File date: 18 May 2002 Classes: 3, 4, 9, 11, 16, 18, 20, 25, 28, 35, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK0002300966A


United Kingdom		
Entity	Trade Mark	Link
New Look Limited	UK00002321066 Status: Registered Mark type: Word Mark text: NEW LOOK File date: 18 January 2003 Classes: 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002321066
New Look Limited	UK00002631322 Status: Registered Mark type: Word Mark text: NEW LOOK File date: 14 August 2012 Classes: 14, 25, 35, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002631322
New Look Limited	UK00905617915 Status: Registered Mark type: Word Mark text: NEW LOOK File date: 14 November 2002 Classes: 4, 9, 11, 16, 20, 26, 28, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00905617915
New Look Limited	UK00002624104 Status: Registered Mark type: Figurative NEW LOOK NEW LOOK Mark text: NEW LOOK NL File date: 12 June 2012 Classes: 3, 9, 14, 16, 18, 25, 26, 35, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002624104
New Look Limited	UK00003755522 Status: Registered Mark type: Figurative NEW LOOK NEW LOOK Mark text: NEW LOOK NL File date: 16 February 2022 Classes: 5, 8, 9, 11, 18, 21, 26, 27, 28, 30, 35, 37, 41, 42, 44, 45	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003755522
New Look Limited	UK00002631323 Status: Registered Mark type: Figurative NEW LOOK Mark text: NEW LOOK File date: 14 August 2012 Classes: 14, 25, 35, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002631323

United Kingdom		
Entity	Trade Mark	Link
New Look Limited	UK00801143061 Status: Registered Mark type: Figurative NEW LOOK® Mark text: NEW LOOK NL File date: 24 July 2012 Classes: 14, 18, 25, 35	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00801143061
New Look Limited	UK00915354574 Status: Registered Mark type: Figurative NEW LOOK® Mark text: NEW LOOK NL File date: 18 April 2016 Classes: 3	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00915354574
New Look Limited	UK00917089632 Status: Registered Mark type: Figurative NEW LOOK® Mark text: NEW LOOK NL File date: 10 August 2017 Classes: 24	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00917089632
New Look Limited	UK00002624105 Status: Registered Mark type: Figurative NEW^{NL} LOOK Mark text: NEW LOOK NL File date: 12 June 2012 Classes: 3, 9, 14, 16, 18, 25, 26, 35, 36	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002624105

United Kingdom		
Entity	Trade Mark	Link
New Look Limited	<p>UK00002304426</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: new look File date: 04 July 2002 Classes: 3, 4, 9, 11, 14, 16, 18, 20, 25, 26, 28, 35, 36</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002304426
New Look Limited	<p>UK00902933802</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: new look File date: 14 November 2002 Classes: 3, 4, 9, 11, 14, 16, 18, 20, 25, 26, 28, 35, 36</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00902933802
New Look Limited	<p>UK00003325537</p> <p>Status: Registered Mark type: Figurative</p> <p>NEW LOOK FOR THE LOVE OF FASHION</p> <p>Mark text: NEW LOOK FOR THE LOVE OF FASHION File date: 18 July 2018 Classes: 35, 36</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003325537
New Look Limited	<p>UK00002630395</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: NL File date: 02 August 2012 Classes: 3, 9, 14, 16, 18, 25, 26, 35, 36</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002630395

United Kingdom		
Entity	Trade Mark	Link
New Look Limited	<p>UK00003234745</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: NL MY LIFE MY STYLE MY LOOK File date: 01 June 2017 Classes: 35</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003234745
New Look Limited	<p>UK00003042318</p> <p>Status: Registered Mark type: Word Mark text: PEMBRIDGE File date: 13 February 2014 Classes: 14, 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003042318
New Look Limited	<p>UK00003012652</p> <p>Status: Registered Mark type: Word Mark text: PEMBERTON & ROSE PEMBERTON AND ROSE File date: 04 July 2013 Classes: 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003012652
New Look Limited	<p>UK00003034375</p> <p>Status: Registered Mark type: Word Mark text: PEMBRIDGE & ROSE PEMBRIDGE AND ROSE File date: 11 December 2013 Classes: 14, 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003034375
New Look Limited	<p>UK00801222833</p> <p>Status: Registered Mark type: Word Mark text: PEMBRIDGE AND ROSE File date: 09 June 2014 Classes: 14, 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00801222833
New Look Limited	<p>UK00002648602</p> <p>Status: Registered Mark type: Word Mark text: WETSIE File date: 15 January 2013 Classes: 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00002648602

United Kingdom		
Entity	Trade Mark	Link
New Look Limited	<p>UK00003196678</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: File date: 14 November 2016 Classes: 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003196678
New Look Limited	<p>UK00916706764</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: File date: 11 May 2017 Classes: 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00916706764
New Look Limited	<p>UK00003052036</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: File date: 17 April 2014 Classes: 14, 18, 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00003052036
New Look Limited	<p>UK00801230735</p> <p>Status: Registered Mark type: Figurative</p>  <p>Mark text: File date: 15 October 2014 Classes: 25</p>	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00801230735

Ireland		
Entity	Trade Mark	Link
New Look Limited	<p>247757</p> <p>Status: Registered</p>  <p>Mark text: LABEL LOUNGE LABEL LOUNGE File date: 28 August 2012 Classes: 35</p>	<p>https://eregister.ipoi.gov.ie/register/TMRregister.aspx?idappli=247757</p>

Schedule 5
Mortgaged Property

Chargor	Address / Description	Title Number
Geometry Properties Limited (CRN: 02027827)	New Look House, Mercery Road and land at Mount Pleasant Industrial Estate, Dorchester Road, Weymouth DT3 5HJ	DT257169

Schedule 6
Forms of Notice to Banks and Acknowledgement

Part I – Collection Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by debenture dated [●], we have charged to Blazehill Credit Opportunities Limited (the **Lender**) by way of fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Blocked Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Lender at Blazehill Credit Opportunities Limited, 4th Floor 24 Old Bond Street, Mayfair, London, United Kingdom, W1S 4AW, Attention: Portfolio Manager – New Look.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II – Collection Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Blazehill Credit Opportunities Limited (the Lender)
4th Floor 2
4 Old Bond Street
Mayfair
London
United Kingdom
W1S 4AW

Attention: Portfolio Manager – New Look

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received from the Company with respect to the fixed charge which it has granted to the Lender over the Collection Account(s) (the Notice).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Lender by way of a fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Collection Account we will:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) promptly send to you copies with respect to all the Blocked Account of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing to us at email [●], attention: [●];

- (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission;
- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
- (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn, transfer the outstanding balance in the account;
- (g) [(subject to paragraph 4(i) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Collection Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●].]
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law,

and in each case we will give notice thereof to the Company and the Lender as well as reasons why we cannot comply with such instructions; and

- (i) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and in any event, we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Blocked Account Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you will be effectively delivered if sent by email to you at tom@blazehill.com and adam@blazehill.com or by post at the address at the top of this letter, in both cases marked for the attention of the Portfolio Manager – New Look.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[Bank]

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Blazehill Credit Opportunities Limited

Part III – Operating Accounts Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [●], we have charged to BlazeHill Credit Opportunities Limited (the **Lender**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Charged Account(s)**)

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Lender at BlazeHill Credit Opportunities Limited, 4th Floor 24 Old Bond Street, Mayfair, London, United Kingdom, W1S 4AW, Attention: Portfolio Manager – New Look.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part IV – Operating Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Blazehill Credit Opportunities Limited (the Lender)
4th Floor
24 Old Bond Street
Mayfair
London
United Kingdom
W1S 4AW

Attention: Portfolio Manager – New Look

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;

(f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:

- (i) all instructions are received in writing, to us at email [●], attention: [●];
- (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and
- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.

(g) not be obliged to comply with any instructions received from you where:

- (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
- (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and

(h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g) not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.

6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Lender, without further inquiry as to the Lender's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[Bank]

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Blazehill Credit Opportunities Limited

Schedule 7 UK Shares

Chargor	Company Name	Type of Share	Number of Shares / Interests Held
New Look Limited	New Look Retailers Limited	Ordinary	1,006 Ordinary £1 Shares
	Geometry Properties Limited	Ordinary	510,000 Ordinary £1 shares

Schedule 8
Notice to ABL Agent

Part I – Form of Notice to ABL Agent

To: **Wells Fargo, N.A., London Branch** (as Agent on behalf of the Finance Parties under the ABL Facility Agreement (as defined below)) ("you")

Dated:

[Name of Chargors] (the "Companies")

This letter constitutes notice to you that under the debenture dated [x], each Company has assigned by way of security to Blaze Hill Credit Opportunities Limited (**Lender**) all of such Company's rights following the Senior Discharge Date (as defined in the intercreditor agreement between, amongst others, you and the Lender) in relation to the facilities agreement dated [•] made between, amongst others, you and the Companies (the **ABL Facility Agreement**) to the repayment of any surplus following the collection of receivables (**Rights**).

Each Company confirms that:

- (a) such Company will remain liable under the ABL Facility Agreement to perform all the obligations assumed by that Company under the ABL Facility Agreement;
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the ABL Facility Agreement;
- (c) the benefit of all such Rights are transferred to the Lender and any monies due from you to such Company that may arise following the Senior Discharge Date (as defined in the intercreditor agreement between us), should be paid to such account as the Lender may specify from time to time; and
- (d) the instructions in this letter may not be revoked or amended without the prior consent of the Lender and you may comply with them without further permission from the Companies or enquiry by you.

Please:

- (a) confirm that you and other Finance Parties (under the ABL Facility Agreement) consent to the service of this notice and the assignment of the Rights to the Lender;
- (b) confirm that you have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights; and
- (c) acknowledge receipt of this notice,

by signing the attached acknowledgement and returning it to the Lender at 4th Floor 24 Old Bond Street, Mayfair, London, United Kingdom, W1S 4AW with a copy to the Companies.

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

Yours faithfully

.....
(Authorised signatory)

[Insert name of Chargor]

.....
(Authorised signatory)

[Insert name of Chargor]

.....
(Authorised signatory)

[Insert name of Chargor]

.....
(Authorised signatory)

[Insert name of Chargor]

Part II – Form of Acknowledgement from ABL Agent

To: Blazehill Credit Opportunities Limited (**Lender**)

Copy: [Insert name of relevant Chargors]

Dated:

[Name of Chargors] (the "**Companies**")

We acknowledge receipt of a notice dated [] (**Notice**) from the Companies of an assignment on the terms of the debenture dated [x] of all of each Company's Rights (as defined in the Notice) in respect of the facilities agreement dated [•] and made between, amongst others, us and the Companies (the **ABL Facility Agreement**) in favour of Blazehill Credit Opportunities Limited (**Lender**).

We hereby confirm that the Finance Parties under the ABL Facility Agreement (the "**ABL Finance Parties**") have consented to the service of the Notice.

We (on behalf of the ABL Finance Parties) confirm that we:

- (a) consent to the assignment of the Rights to the Lender;
- (d) have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights;
- (b) accept the instructions contained in the Notice and agree to comply with the Notice in all respects; and
- (c) will make payments as directed in the Notice.

For the avoidance of doubt, the Lender shall have no interest, by way of assignment, charge or otherwise, in the ABL Facility Agreement prior to its termination and we shall be under no obligation to make any payment to the Lender under this letter at any time prior to the Senior Discharge Date (as defined in the intercreditor agreement between us). This acknowledgement is without prejudice to the terms of the intercreditor agreement between us.

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

Yours faithfully

.....
(Authorised signatory)

[Insert name of ABL Agent]

Signatories

The Chargors

Executed and delivered as a deed by
New Look Retailers Limited

acting by a director and its secretary or two
directors, or a director in the presence of a
witness

Where only one Director signs, a witness
is required

Director

HELEN CONNOLLY

Print Full Name
(BLOCK CAPITALS)

Director / Secretary

Print Full Name
(BLOCK CAPITALS)

Witness' Signature

LIANNE CHAN

Print Witness Full Name
(BLOCK CAPITALS)

45 MORTIMER STREET

Address

W1W 8HT

I confirm that I was physically present when HELEN CONNOLLY signed this letter.

Signature of witness

Executed and delivered as a deed by
New Look Limited

acting by a director and its secretary or two
directors, or a director in the presence of a
witness

Where only one Director signs, a witness
is required

Director

CLARE MACKEY DOBBIE

Print Full Name
(BLOCK CAPITALS)

Director / Secretary

Print Full Name
(BLOCK CAPITALS)

Witness' Signature

AMANDA DURHAM

Print Witness Full Name
(BLOCK CAPITALS)

45 MORTIMER ST, W1W 6HT
Address

I confirm that I was physically present when CLARE DOBBIE signed this letter.

Signature of witness

Executed and delivered as a deed by
Geometry Properties Limited

acting by a director and its secretary or two
directors, or a director in the presence of a
witness

Where only one Director signs, a witness
is required

Director 

RICHARD COLLYER
Print Full Name
(BLOCK CAPITALS)

Director / Secretary

Print Full Name
(BLOCK CAPITALS)


Witness' Signature

LIANNE CHIN
Print Witness Full Name
(BLOCK CAPITALS)

45 MORTIMER STREET
Address

W1W 8HJ

I confirm that I was physically present when RICHARD COLLYER signed this letter.


Signature of witness

The Lender

Blazehill Credit Opportunities Limited

By:



Name: Tom Weedall

Title: Managing Director