



Registration of a Charge

Company Name: **CREATIVE TOPS LIMITED**

Company Number: **03165273**



Received for filing in Electronic Format on the: **31/08/2022**

XBBKB676

Details of Charge

Date of creation: **26/08/2022**

Charge code: **0316 5273 0007**

Persons entitled: **JPMORGAN CHASE BANK, N.A.**

Brief description: **SECURITY INTERESTS (NOT EXPRESSED AS FLOATING CHARGES) ARE CREATED OVER ALL OF THE COMPANY'S RIGHTS IN ANY LAND, INTELLECTUAL PROPERTY AND VEHICLES (WHICH WOULD INCLUDE SHIPS AND AIRCRAFT). NONE IS SPECIFIED. SEE THE INSTRUMENT FOR MORE DETAILS.**

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:

SIMON FISHER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3165273

Charge code: 0316 5273 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2022 and created by CREATIVE TOPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Cardiff on 2nd September 2022

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**

EXECUTION VERSION

Dated 26 August 2022

- (1) **THE ENTITIES LISTED IN SCHEDULE 1, PART 1** as Loan Guarantors
- (2) **THE ENTITIES LISTED IN SCHEDULE 1, PART 2** as Security Obligors
- (3) **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent
- (4) **JPMORGAN CHASE BANK, N.A.**, as Security Agent

SUPPLEMENTAL SECURITY AND
CONFIRMATION DEED
relating to certain security documents

MAYER | BROWN

LONDON

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THIS SUPPLEMENTAL SECURITY AND CONFIRMATION DEED is dated 26 August 2022 and made between:

- (1) **THE PERSONS LISTED IN SCHEDULE 1, PART 1** (*The Loan Guarantors*) (the "**Loan Guarantors**");
- (2) **THE PERSONS LISTED IN SCHEDULE 1, PART 2** (*The Security Obligors*) (the "**Security Obligors**");
- (3) **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent of the Lenders under the Credit Agreement (the "**Administrative Agent**"); and
- (4) **JPMORGAN CHASE BANK, N.A.**, in its capacity as Administrative Agent as trustee for the Secured Parties.

BACKGROUND:

- (A) By a credit agreement dated 2 March 2012 and made between amongst others (1) Lifetime Brands, Inc. and others as borrowers and (2) JPMorgan Chase Bank, N.A. as administrative agent as amended and restated and/or amended from time to time prior to the date of this Deed (the "**Credit Agreement**"), the Lenders have agreed to provide revolving ABL facilities to the Borrowers on the terms of the Credit Agreement.
- (B) The Credit Agreement is being amended and restated by the parties to it pursuant to an amendment agreement dated on or around the date of this Deed ("**Amendment No.2**").
- (C) This Deed:
 - (a) contains confirmations in relation to security interests granted by the Security Obligors;
 - (b) contains a re-grant by the Security Obligors of certain security interests;
 - (c) contains confirmations in relation to guarantees given by the Loan Guarantors; and
 - (d) deals with related matters.

THIS DEED WITNESSES that:

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Deed:

"Amended Credit Agreement" means the Credit Agreement as amended and restated, or proposed to be amended and restated pursuant to Amendment No.2.

"Amendment No.2" has the meaning given to it in Recital (B).

"Credit Agreement" has the meaning given to it in Recital (A).

"CTL" means Creative Tops Limited, a company incorporated in England and Wales (registered number 03165273) whose registered office is The Hub, Nobel Way, Birmingham, England, B6 7EU.

"Debenture" means the English law debenture dated 2 March 2018 and made between (1) Creative Tops Limited and Lifetime Brands Europe Limited as the chargors and (2) the Security Agent.

"Effective Date" means the date of this Deed.

"LBEL" means Lifetime Brands Europe Limited, a company incorporated in England and Wales (registered number 03411690) whose registered office is The Hub, Nobel Way, Birmingham, England, B6 7EU.

"Parties" means the parties to this Deed.

"Secured Parties" means the holders of the Secured Obligations from time to time and shall include (i) each Lender and the Issuing Bank in respect of its Loans and LC Exposure respectively, (ii) the Administrative Agent, the Issuing Bank and the Lenders in respect of all other present and future obligations and liabilities of the Foreign Loan Parties of every type and description arising under or in connection with the Credit Agreement or any other Loan Document, (iii) each Lender and Affiliate of such Lender in respect of Swap Agreement Obligations and Banking Services Obligations owed to such Person by the Foreign Loan Parties, (iv) each indemnified party under Section 9.03 (*Expenses; Indemnity; Damage Waiver*) of the Amended Credit Agreement in respect of the obligations and liabilities of the Foreign Loan Parties to such Person hereunder and under the other Loan Documents, and (v) their respective successors and (in the case of a Lender, permitted) transferees and assigns.

"Security Documents" means the Debenture and the Shares Charge.

"Security Interest" means a mortgage, charge, debenture, guarantee, pledge, lien (statutory or other), preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement) securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Secured Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of any of the Foreign Loan Parties to any of the Lenders, the Administrative Agent, the Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under the Credit Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred on any of the Letters of Credit or other instruments at any time evidencing any thereof, together with all (i) Banking Services Obligations of any of the Foreign Loan Parties

and (ii) Swap Agreement Obligations owing to one or more Secured Parties or their respective Affiliates by any of the Foreign Loan Parties; provided that, the definition of "Secured Obligations" shall not create any guarantee by any Foreign Loan Party of (or grant of security interest by any Foreign Loan Party to support, as applicable) any Excluded Swap Obligations of such Foreign Loan Party for purposes of determining any obligations of any Foreign Loan Party:

- (a) in whatever currency;
- (b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise; and
- (c) including monies and liabilities purchased by or transferred to the relevant Secured Party,

but excluding any money, obligation or liability which would cause the covenant set out in Clause 2.1 (*Covenant to pay*) of the Debenture and/or clause 2.1 (*Covenant to pay*) of the Shares Charge or the security which would otherwise be constituted by the Debenture and/or the Shares Charge to be unlawful or prohibited by any applicable law or regulation.

"Shares Charge" means the English law charge over shares dated 2 March 2018 and made between (1) Thomas Plant as the chargor and (2) the Administrative Agent as the security agent.

"Thomas Plant" means Thomas Plant (Birmingham) Holdings Limited, a company incorporated in England and Wales (registered number 03930464) whose registered office is Gateley Secretaries Limited, One Eleven, Edmund Street, Birmingham, United Kingdom, B3 2HJ.

2.2 Terms defined in the Amended Credit Agreement

- (a) Subject to below paragraphs (b) to (c) below, terms defined in the Amended Credit Agreement but not in this Deed shall have the same meaning in this Deed as in the Amended Credit Agreement.
- (b) In Clauses 3.2(a), 3.2(b) and 3.2(c), all defined terms shall, unless otherwise defined in this Deed, have the meaning given to them in the Debenture.
- (c) In Clauses 3.3(a), 3.3(b) and 3.3(c), all defined terms shall, unless otherwise defined in this Deed, have the meaning given to them in the Shares Charge.

2.3 Construction

Clause 1.03 (*Terms Generally*) of the Amended Credit Agreement shall apply as if set out in full again here, with such changes as are appropriate to fit this context.

3. SECURITY INTEREST CONFIRMATIONS

3.1 Security Interest confirmations

Each of the Security Obligors confirms to the Administrative Agent that:

- (a) its obligations under, and the Security Interests granted by it in and pursuant to, the Security Documents to which it is a party are not discharged or (except as set out in Clause 3.1(b)) otherwise affected by those amendments or the other provisions of this Deed and shall accordingly remain in full force and effect; and
- (b) the Secured Obligations, including for the purposes of the Security Documents, shall after the Effective Date extend to the obligations of each Foreign Loan Party under the Amended Credit Agreement and under any other Loan Documents.

3.2 New Security Interests (Debenture)

- (a) Each of CTL and LBEL covenants with the Security Agent that they shall pay and discharge, or procure the payment or discharge of, each of the Secured Obligations at the time and in the manner provided in the relevant Instrument for their payment or discharge by the relevant Foreign Loan Party.

(b)

- (i) **Fixed charges**

As security for the payment and discharge of the Secured Obligations, each of CTL and LBEL with full title guarantee charges to the Security Agent by way of first fixed charge (which so far as it relates to land in England and Wales vested in any of CTL and LBEL as at the date of this Deed will be a charge by way of first legal mortgage and so far as it relates to other assets shall take effect as an equitable mortgage):

- (A) **Land:** all of its rights as at the date of Deed in the Properties and all of its other rights in any land, unless such land is an Excluded Asset (together the "**Mortgaged Properties**") in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Mortgaged Properties and any proceeds of disposal of any of the Mortgaged Properties;
- (B) **Equipment:** all of its rights in any plant, machinery, vehicles, Equipment and other chattels (but excluding its stock in trade or work in progress);
- (C) **Goodwill:** any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital;
- (D) **Inventory:** all of its right in any Inventory;

- (E) **Accounts:** all of its rights in respect of the Accounts;
- (F) **Collection Accounts:** all of its rights in any credit balance of any Collection Account and the indebtedness represented by it;
- (G) **LC Collateral Accounts:** all of its rights in any credit balances of any LC Collateral Account and the indebtedness represented by it;
- (H) **Payment Accounts:** all of its rights in any credit balances of any Payment Account and the indebtedness represented by it;
- (I) **Other bank accounts:** all of its rights in any credit balances of any other bank accounts and the indebtedness represented by them;
- (J) **Shares and Investments:** all of its rights in its Investments;
- (K) **Intellectual property rights:** all of its rights in its Intellectual Property;
- (L) **Licences:** all licences, consents and other Authorisations held in connection with its business or the use of any Secured Assets and all of its rights in connection with them; and
- (M) **Other documents:** all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Secured Assets, other than those assigned by Clause 3.2(b)(ii).

(ii) **Assignments**

As security for the payment and discharge of the Secured Obligations, each of CTL and LBEL with full title guarantee assigns absolutely to the Security Agent:

- (A) **Insurance:** all of its rights in its Insurances, including those relating to the Mortgaged Properties, and in any Insurance Proceeds; and
- (B) **Assigned Documents:** all of its rights under the Assigned Documents.

For the avoidance of doubt, each of CTL and LBEL will remain at all times liable in respect of all of its obligations under each of the Assigned Documents to the same extent as if this Security had not been created and neither the Security Agent, any other Secured Party nor any Receiver will be under any obligation or liability to any of CTL and LBEL or to any other person under or in respect of any Assigned Document.

(iii) **Floating charge**

As security for the payment and discharge of the Secured Obligations, each of CTL and LBEL with full title guarantee charges to the Security Agent by way of first floating charge the whole of its undertaking and other assets. Schedule B1, Paragraph 14 IA shall apply to the floating charge contained in this Deed.

- (c) This Deed is made to secure any further advances or other facilities made available by any of the Secured Parties under the Loan Documents; but it does not create any obligation on any of the Secured Parties to make any further advances or other facilities available.
- (d) This Clause 3.2 is supplemental to the Debenture, to the intent that in relation to the assets (the "**New Security Assets (Debenture)**") the subject of the security interests granted in Clause 3.2(a) of this Deed, this Deed and the Debenture shall be read and construed as one document.
- (e) The provisions of Clause 2.2 (*Interest*), Clauses 4 (*Crystallisation by notice*) to 5.2 (*Notice of Charge*) and Clauses 5.4 (*Non-Assignable or Chargeable Rights*) to 37 (*Conduct of Business*) (including Clause 7 (*Negative Pledge and Disposals*)) of the Debenture shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for this purpose references to "this Debenture" shall be construed as references to this Deed and references to the Secured Assets shall be construed as references to the New Security Assets (Debenture).
- (f) Each of CTL and LBEL shall immediately on the date of this Deed deliver (with the Security Agent copied) a notice, in form set out in Schedule 2 (*Notice of Charge of bank accounts*), duly completed to any bank at which any Collection Accounts or Payments Accounts are opened or maintained.
- (g) If there is any conflict or inconsistency between the provisions of this Deed and the Debenture, this Deed shall prevail.

3.3 **New Security Interests (Shares Charge)**

- (a) Thomas Plant covenants with the Security Agent that it shall pay and discharge, or procure the payment or discharge of, each of the Secured Obligations at the time and in the manner provided in the relevant Instrument for their payment or discharge by the relevant Foreign Loan Party
- (b)

Fixed charges

As security for the Secured Obligations, Thomas Plant with full title guarantee charges to the Security Agent by way of first fixed charge (taking effect as an equitable mortgage) all of its rights in:

- (A) the Initial Shares;

- (B) the Secondary Shares; and
 - (C) any Derivative Rights relating to any of the Initial Shares and the Secondary Shares.
- (c) This Deed is made to secure any further advances or other facilities made available by any of the Secured Parties under the Loan Documents; but it does not create any obligation on any of the Secured Parties to make any further advances or other facilities available.
- (d) This Clause 3.3 is supplemental to the Debenture, to the intent that in relation to the assets (the "**New Security Assets (Shares Charge)**") the subject of the security interests granted in Clause 3.3 of this Deed, this Deed and the Shares Charge shall be read and construed as one document.
- (e) The provisions of Clause 2.2 (*Interest*) and Clauses 4 (*Negative pledge and disposals*) to 25 (*Counterparts*) of the Shares Charge shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for this purpose references to "this Shares Charge" shall be construed as references to this Deed and references to the Secured Assets shall be construed as references to the New Security Assets (Shares Charge).
- (f) If there is any conflict or inconsistency between the provisions of this Deed and the Shares Charge, this Deed shall prevail.

4. **GUARANTEE CONFIRMATIONS**

Each of the Loan Guarantors:

- (a) consents to the amendment and restatement of Credit Agreement pursuant to Amendment No.1;
- (b) confirms for the benefit of the Secured Parties that:
 - (i) its obligations as a Loan Guarantor under section 10.01 (*Guaranty*) of the Credit Agreement (the "**Guaranteed Obligations**") are not discharged or (except as set out in Clause 4(b)(ii)) otherwise affected by those amendments or the other provisions of this Deed and shall accordingly continue in full force and effect; and
 - (ii) the Guaranteed Obligations shall after the Effective Date extend to the obligations of each Loan Party under the Amended Credit Agreement and under any other Loan Documents.

4.2 **Further assurance**

Each Loan Guarantor and Security Obligor shall at the request of the Administrative Agent or the Security Agent and at its own expense promptly execute in such form as the Administrative Agent or the Security Agent may reasonably require and do any document, act or thing which the Administrative Agent or Security Agent considers necessary or appropriate to preserve, perfect, protect or give effect to the consents,

confirmations, undertakings and Security Interests provided for in Clauses 3 (*Security Interest confirmations*) and/or 4 (*Guarantee confirmations*).

5. RELATIONSHIP WITH OTHER LOAN DOCUMENTS

This Deed is designated by the Administrative Agent as a Foreign Security Document and a Loan Document.

6. MISCELLANEOUS

The provisions of sections 9.02 (*Waivers; amendments*) and 9.07 (*Severability*) of the Amended Credit Agreement shall apply to this Deed as if set out in full again here, with such changes as are appropriate to fit this context.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and if applicable, seals) on the counterparts were on a single copy of this Deed.

8. LAW AND JURISDICTION

8.1 Governing law

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

8.2 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 relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with 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 8.2 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTION:

The parties have shown their acceptance of the terms of this Deed by executing it at the end of the Schedules.

SCHEDULE 1
GUARANTORS AND SECURITY OBLIGORS

Part 1
Loan Guarantors

Name of Loan Guarantor	Registration number (or equivalent), jurisdiction of incorporation and registered office (or equivalent)
Creative Tops Limited	03165273, The Hub, Nobel Way, Birmingham, England, B6 7EU
Lifetime Brands Europe Limited	03411690, The Hub, Nobel Way, Birmingham, England, B6 7EU
Thomas Plant (Birmingham) Holdings Limited	03930464, Gateley Secretaries Limited, One Eleven, Edmund Street, Birmingham, United Kingdom, B3 2HJ

Part 2
Security Obligors

Name of Security Obligor	Registration number (or equivalent), jurisdiction of incorporation and registered office (or equivalent)
Creative Tops Limited	03165273, The Hub, Nobel Way, Birmingham, England, B6 7EU
Lifetime Brands Europe Limited	03411690, The Hub, Nobel Way, Birmingham, England, B6 7EU
Thomas Plant (Birmingham) Holdings Limited	03930464, Gateley Secretaries Limited, One Eleven, Edmund Street, Birmingham, United Kingdom, B3 2HJ

SCHEDULE 2
NOTICE OF CHARGE OF BANK ACCOUNTS

On relevant Security Obligor's notepaper]

To: *[Name and address of account bank]*

[Date]

Dear Sirs

[Collection]/[Payment] Account number[s]: [●]

We refer to [Collection]/[Payment Account] number[s]: [●] (the "[Collection]/[Payment Account[s]]").

We give you notice that by a Deed (the "**Deed**") dated [●] 2022 and entered into by us in favour of JPMorgan Chase Bank, N.A. (as Security Agent, as defined in the Deed) we have charged all our rights in any credit balances on the [Collection]/[Payment] Account[s] (the "**Balances**") and the indebtedness represented by the [Collection]/[Payment] Account[s].

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

Yours faithfully

.....

[Name of Security Obligor]

By: *[Name of signatory]*

EXECUTION of Supplemental Security and Confirmation Deed:

Loan Guarantors

[Redacted]

SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **CREATIVE TOPS LIMITED** in the)
presence of:)

Witness's signature:

[Redacted]

Witness's name
(in capitals):

MARY BURKE

Witness's address:

[Redacted]

SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **LIFETIME BRANDS EUROPE**)
LIMITED in the presence of:)

[Redacted signature area]

Witness's signature:

[Redacted signature area]

Witness's name
(in capitals):

MARY BURKE

Witness's address:

[Redacted address area]



SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **THOMAS PLANT (BIRMINGHAM)**)
HOLDINGS LIMITED in the presence)
of:

Witness's signature:



Witness's name

(in capitals):

MARY BURKE

Witness's address:



Security Obligors/

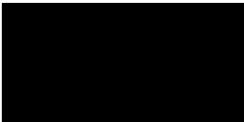
SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **CREATIVE TOPS LIMITED** in the)
presence of:)

Witness's signature:

Witness's name
(in capitals):

MARY BURKE

Witness's address:


SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **LIFETIME BRANDS EUROPE**)
LIMITED in the presence of:)

Witness's signature:

Witness's name
(in capitals):


MARY BURKE

Witness's address:



SIGNED as a deed by Laurence Winoker,)
Director, duly authorised for and on behalf)
of **THOMAS PLANT (BIRMINGHAM)**)
HOLDINGS LIMITED in the presence)
of:

Witness's signature:



Witness's name
(in capitals):

MARY BURKE

Witness's address:



Administrative Agent


SIGNED as a deed by [REDACTED]
duly authorised for and on behalf of [REDACTED]
JPMORGAN CHASE BANK, N.A. in [REDACTED]
the presence of:

Witness's signature:

Witness's name GABE BAEZ
(in capitals):

Witness's address:

Security Agent

SIGNED as a deed by )
duly authorised for and on behalf of)
JPMORGAN CHASE BANK, N.A. in)
the presence of:

Witness's signature:



Witness's name
(in capitals):

GABE BAEZ

Witness's address:

