



Registration of a Charge

Company name: **REISS (HOLDINGS) LIMITED**

Company number: **03692285**



XA2KLX4W

Received for Electronic Filing: **16/04/2021**

Details of Charge

Date of creation: **13/04/2021**

Charge code: **0369 2285 0005**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **UK TRADEMARK REGISTRATION NO. 1360369 (REISS), UK TRADEMARK REGISTRATION NO. 00911327988 (BISHOP DEVICE LOGO), UK TRADEMARK REGISTRATION NO. 00904362431 (REISS) AND OTHERS AS LISTED IN PART 2 OF SCHEDULE 1 TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3692285

Charge code: 0369 2285 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2021 and created by REISS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2021 .

Given at Companies House, Cardiff on 19th April 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SECOND CONFIRMATORY SECURITY AGREEMENT

DATED 13 APRIL 2021

WP R HOLDCO LIMITED

WP R MIDCO 2 LIMITED

REISS (HOLDINGS) LIMITED

REISS MANAGEMENT INVESTMENTS LIMITED

REISS (U.S.A.) LIMITED

and

REISS LIMITED

as Chargors

and

LLOYDS BANK PLC

as Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 13 April 2021 and is made **BETWEEN:**

- (1) **WP R HOLDCO LIMITED** (registered number 10075900) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (**the Company**);
- (2) **WP R MIDCO 2 LIMITED** (registered number 10075770) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (**the Parent**);
- (3) **REISS (HOLDINGS) LIMITED** (registered number 3692285) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (**Reiss Holdings**);
- (4) **REISS MANAGEMENT INVESTMENTS LIMITED** (registered number 8781804) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (**Reiss Management**);
- (5) **REISS (U.S.A.) LIMITED** (registered number 2487563) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (**Reiss USA**);
- (6) **REISS LIMITED** (registered number 2655347) with its registered office at Reiss Building, 12 Picton Place, London, England, W1U 1BW (together with the Company, the Parent, Reiss Holdings, Reiss Management and Reiss USA, **the Chargors**); and
- (7) **LLOYDS BANK PLC** (**the Security Agent**) as security trustee for the Secured Parties (as defined in the Intercreditor Agreement).

BACKGROUND:

- (A) We refer to the senior facilities agreement dated 12 April 2016 (as amended by amendment letters dated 1 August 2016, 1 November 2017, 30 January 2018 and 30 July 2020, and as further amended and/or restated from time to time) between, among others, the Company, the Parent and the Security Agent (**the Senior Facilities Agreement**) and the intercreditor agreement dated 12 April 2016 between, among others, WP R Midco 1 Limited as investor, the Parent, the Senior Agent and the Security Agent (**the Intercreditor Agreement**).
- (B) Pursuant to a security agreement dated 12 April 2016 (as amended by an amendment letter dated 11 May 2016) between the Chargors and the Security Agent (**the Original Security Agreement**), the Chargors created Security over certain of their assets as security for the Secured Obligations. A confirmatory security agreement was entered into on 30 July 2020 between the Chargors and the Security Agent (**the 2020 Confirmatory Security Agreement**).
- (C) The Senior Facilities Agreement is to be further amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and Lloyds Bank PLC as agent (**the 2021 Amendment and Restatement Agreement**).
- (D) The Chargors and the Security Agent consider that the Security created by the Chargors under the Original Security Agreement and the 2020 Confirmatory Security Agreement secures payment of the Secured Obligations, including pursuant to the entry into the 2021 Amendment and Restatement Agreement, but enter into this Deed in case the Security created under the Original Security Agreement and the 2020 Confirmatory Security Agreement does not do so.
- (E) This Deed is supplemental to the Original Security Agreement and the 2020 Confirmatory Security Agreement.

- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Capitalised terms defined in the Original Security Agreement (including by reference to the Intercreditor Agreement) have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Subject to paragraph (c) below, if:
- (i) the assets of a Chargor are subject to third party arrangements which prevent those assets from being charged or assigned or that Chargor from granting Security over those assets; or
 - (ii) assets of a Chargor which, if charged or assigned, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the Group in respect of those assets or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof,

such assets will be excluded from the Security created under this Deed. Promptly upon becoming aware of any such restriction, the relevant Chargor (or the Parent on behalf of that Chargor) shall (A)

use reasonable endeavours (not involving the payment of money or incurrence of any external expenses) to obtain consent to securing any such assets or (B) (as the case may be) use reasonable endeavours (not involving the payment of money or incurrence of any external expenses) to avoid such assets being subject to any such restrictions under those third party arrangements, in each case only if the relevant asset is material and would otherwise be subject to any fixed security created under this Deed and if, in the view of the Parent (acting reasonably), granting such Security will have no material adverse impact on commercial relationships with third parties or otherwise force the relevant Chargor or the Group to incur any material cost.

- (c) To the extent any material assets of a Chargor are excluded from the Security created under this Deed in accordance with paragraph (b) above:
 - (i) the relevant Chargor must notify the Security Agent promptly; and
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, in connection with that asset but exclude the asset itself.
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (e) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) of this Deed does not affect the validity or enforceability of this Security.
- (f) All the Security created under this Deed:
 - (i) is created in case the Security created by the Original Security Agreement or the 2020 Confirmatory Security Agreement does not secure all of the Secured Obligations; and
 - (ii) is created in addition to and does not affect the Security created by the Original Security Agreement and the 2020 Confirmatory Security Agreement.
- (g) Where this Deed purports to create first fixed Security, that Security will be junior ranking Security subject to the equivalent Security created by the Original Security Agreement and/or the 2020 Confirmatory Security Agreement until such time as the Security created by the Original Security Agreement and/or the 2020 Confirmatory Security Agreement (as applicable) ceases to have effect.
- (h) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) first under the Original Security Agreement and then under the 2020 Confirmatory Security Agreement, and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that third assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement and then by the 2020 Confirmatory Security Agreement ceases to have effect at a time when this Deed still has effect.
- (i) It is agreed and acknowledged that the Security created or purported to be created pursuant to this Deed shall be supplemental and without prejudice to the Security created or purported to be created pursuant to each of the Original Security Agreement and the 2020 Confirmatory Security Agreement and accordingly such Security created or purported to be created pursuant to each of the Original Security Agreement and the 2020 Confirmatory Security Agreement shall remain in full force and effect.
- (j) Notwithstanding any other provisions of this Deed, the terms, rights, obligations and security interests created or purported to be created pursuant to this Deed shall at all times be subject to the terms and Security created by the Original Security Agreement and/or the 2020 Confirmatory Security Agreement, as applicable, until such time as the Security created by or pursuant to the

Original Security Agreement and/or the 2020 Confirmatory Security Agreement, as applicable, has no, or ceases to have, effect and no default or event of default (howsoever defined) under the Secured Debt Documents shall result solely from the execution of this Deed or from the existence of this Deed at the same time as the Original Security Agreement and/or the 2020 Confirmatory Security Agreement, as applicable, and such terms of this Deed shall be construed accordingly.

- (k) In circumstances where the Security constituted by the Original Security Agreement and/or the 2020 Confirmatory Security Agreement remains in full force and effect, any reference in this Deed to an asset secured under the Original Security Agreement and/or the 2020 Confirmatory Security Agreement being assigned or the Security over any asset secured under the Original Security Agreement or the 2020 Confirmatory Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly.
- (l) If the Chargors are in compliance with the terms of the Original Security Agreement and the 2020 Confirmatory Security Agreement (including without limitation, any obligation to deliver or deposit any deeds, document of title, certificates, evidence of ownership or related documentation) then to the extent that the terms of this Deed are the same and apply in respect of the same assets, then the Chargors will be deemed to have complied with the respective terms of this Deed.

2.2 Land

- (a) Each Chargor charges by way of first fixed charge all estates or interests in any Material Real Property.
- (b) A reference in this Clause 2 to a mortgage or charge of any Material Real Property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that Material Real Property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that Material Real Property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, including any specified in Part 1 (Shares) of Schedule 1 (Security Assets); and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf,

except that no Chargor shall be required to grant security under this Clause 2.3 in respect of shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee on its behalf in, or in respect of, any members of the Group incorporated outside England and Wales (together the **Excluded Investments**).
- (b) A reference in this Clause 2 to a mortgage or charge of any stock, share debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it; and

- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2.4 Plant and machinery

Each Chargor charges by way of a first fixed charge all material plant and machinery owned by that Chargor and its interest in any material plant or machinery in its possession.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it.

2.6 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Insurance.

2.7 Other contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any agreement to which it is a party (except to the extent that it is subject to any fixed security created under any other term of this Clause 2) specified in Part 3 (Relevant Contracts) of Schedule 1 (Security Assets);
- (b) each Hedging Agreement
- (c) any receivables owing to that Chargor by any other member of the Group;
- (d) any letter of credit issued in its favour;
- (e) any bill of exchange or other negotiable instrument held by it; and
- (f) any other agreement designated as a Relevant Contract by the relevant Chargor and the Security Agent.

2.8 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any material know-how, patent, trade mark, service mark, design, business name, topographical or similar right, including those specified in Part 2 (Specific Intellectual Property Rights) of Schedule 1 (Security Assets);
- (b) any material copyright or other material intellectual property monopoly right; or
- (c) any material interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same, other than any Excluded Intellectual Property.

2.9 Miscellaneous

Each Chargor charges by way of first fixed charge (to the extent not otherwise assigned or charged under Clauses 2.2 (Land) to 2.8 (Intellectual property) inclusive):

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

2.10 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this Clause 2.10 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) a Declared Default has occurred; or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in material and imminent danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.10 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 part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.10 will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, in each case, in respect of that Chargor.
- (e) The floating charge created by this Clause 2.10 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security on any Security Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- unless permitted under the Senior Facilities Agreement.

4. INCORPORATION

- (a) Subject to paragraphs (b) and (c) below, the provisions of clause 4 (Land) to 18 (Miscellaneous) (inclusive) (other than clauses 4.3 (H.M. Land Registry) and 12.1(d) (Appointment of Receiver)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed and as amended by paragraph (b) below.
- (b) Notwithstanding paragraph (a) above and the incorporation of paragraph (a)(i) of clause 7.2 (Notices of assignment) and paragraph (a)(i) of clause 9.2 (Notice) of the Original Security Agreement into this Deed:
 - (i) the obligation on each Chargor to serve a notice of assignment in accordance with paragraph (a)(i) of clause 7.2 (Notices of assignment) of the Original Security Agreement in respect of each counterparty to any intra-Group loan or note agreement within five Business Days of the date of this Deed shall be extended to within ten Business Days of the date of this Deed;
 - (ii) the obligation on each Chargor to serve a notice of assignment in accordance with paragraph (a)(i) of clause 7.2 (Notices of assignment) of the Original Security Agreement in respect of each counterparty to any Hedging Agreement within five Business Days of the date of this Deed shall be extended to within 20 Business Days of the date of this Deed; and
 - (iii) the obligation on each Chargor to give notice of this Deed in accordance with paragraph (a)(i) of clause 9.2 (Notice) of the Original Security Agreement to each other party to the relevant Insurances within five Business Days of the date of this Deed shall be extended to within 20 Business Days of the date of this Deed.
- (c) Notwithstanding paragraph (l) of clause 2.1 above and paragraph (a) above and the incorporation of paragraph (a) of clause 5.2 (Deposit) of the Original Security Agreement into this Deed, the Parent must comply with that provision in relation to the Shares it holds in the Company within 20 Business Days of the date of this Deed.

5. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. 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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)"

6. APPOINTMENT OF RECEIVER

The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.

7. PEOPLE WITH SIGNIFICANT CONTROL REGIME

(a) Each Chargor must:

- (i)** comply on time with any notice it receives under section 790D or 790E of the Companies Act 2006; and
- (ii)** promptly notify the Senior Agent and the Security Agent if it receives a warning notice or restrictions notice under schedule 1B of the Companies Act 2006,

in each case, in relation to any shares subject to any Security created by it under any Transaction Security Document.

8. BAIL-IN

8.1 Bail-In definitions:

In this Clause 8:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

- (a)** in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b)** in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and
- (c)** in relation to the United Kingdom, the UK Bail-In Legislation.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

Write-down and Conversion Powers means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation; and
- (c) in relation to any UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

8.2 Contractual recognition of bail-in

Notwithstanding any other term of any Debt Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Debt Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Debt Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

9. MISCELLANEOUS

- (a) Each of the Original Security Agreement and the 2020 Confirmatory Security Agreement will remain in full force and effect.

- (b) This Deed is a Transaction Security Document.

10. GOVERNING LAW

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

11. ENFORCEMENT

11.1 Jurisdiction of the English courts

- (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 11.1 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.

11.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
 - (i) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the Parent by its execution of this Agreement, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Chargors) must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.
- (c) The Parent expressly agrees and consents to the provisions of this Clause 11 and Clause 10 (Governing law).

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

SCHEDULE 1

SECURITY ASSETS


PART 1

SHARES

Chargor	Name of company in which Shares are held	Class of Shares held	Number of Shares held
WP R Midco 2 Limited	WP R Holdco Limited	Ordinary Shares	138,320,286 Shares
WP R Holdco Limited	Reiss (Holdings) Limited	Ordinary Shares	1,000,000 Shares
WP R Holdco Limited	Reiss Management Investments Limited	"A" Ordinary Shares	90,003 Shares
		Ordinary Shares	21,109 Shares
Reiss Management Investments Limited	Reiss (Holdings) Limited	"A" Ordinary Shares	111,112 Shares
Reiss (Holdings) Limited	Reiss Limited	Ordinary Shares	265,810 Shares
Reiss (Holdings) Limited	Reiss (U.S.A.) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Canada) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Australia) Limited	Ordinary Shares	900 Shares
Reiss (Holdings) Limited	Reiss (Sweden) Limited	Ordinary Shares	1 Share
Reiss (Holdings) Limited	Reiss (International) Limited	Ordinary Shares	1 Share

PART 2
SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	Bishop Device 	China	011327988 (Designation of IR no. 1151096)	—	07 November 2012	N/A
Reiss (Holdings) Limited	Bishop Device 	EUTM	011327988	011327988	07 November 2012	15 April 2013

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	Bishop Device 	United Kingdom	00911327988	00911327988	07 November 2012	15 April 2013
Reiss (Holdings) Limited	Bishop Device 	Hong Kong	302429947	302429947	08 November 2012	09 April 2013
Reiss (Holdings) Limited	Bishop Device 	WIPO	1151096	1151096	07 November 2012	07 November 2012

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS LONDON	Australia	1198068	1198068	21 April 2007	22 January 2008
Reiss (Holdings) Limited	REISS	Australia	761579	761579	08 May 1998	22 December 1999
Reiss (Holdings) Limited	REISS	Australia	1168527	1168527	30 October 2006	14 August 2007
Reiss (Holdings) Limited	REISS	Australia	1674281 (Designation of IR no. 1152751)	1674281	19 November 2014	24 June 2015
Reiss (Holdings) Limited	REISS	Azerbaijan	Designation of IR no. 1152751	Designation of IR no. 1152751	04 January 2013	Refusal period has expired and no notification of provisional refusal has been recorded
Reiss (Holdings) Limited	REISS	Canada	1683300	N/A (Pending)	30 June 2014	—
Reiss (Holdings) Limited	REISS	EUTM	004362431	004362431	30 March 2005	05 March 2008

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	United Kingdom	00904362431	00904362431	30 March 2005	05 March 2008
Reiss (Holdings) Limited	REISS	EUTM	014830053	014830053	24 November 2015	10 March 2016
Reiss (Holdings) Limited	REISS	United Kingdom	00914830053	00914830053	24 November 2015	10 March 2016
Reiss (Holdings) Limited	REISS	EUTM	000669812	000669812	06 November 1997	27 April 1999
Reiss (Holdings) Limited	REISS	United Kingdom	00900669812	00900669812	06 November 1997	27 April 1999
Reiss (Holdings) Limited	REISS	Hong Kong	300560556	300560556	05 Jan 2006	05 July 2006
Reiss (Holdings) Limited	REISS	Russia	2007712060	371351	25 April 2007	05 February 2009

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	Singapore	T06003971	T06003971	05 January 2006	29 May 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600396J	T0600396J	05 January 2006	11 April 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600395B	T0600395B	05 January 2006	06 July 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600394D	T0600394D	05 January 2006	02 May 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600393F	T0600393F	05 January 2006	11 April 2006
Reiss (Holdings) Limited	REISS	Singapore	T0600392H	T0600392H	05 January 2006	11 April 2006
Reiss (Holdings) Limited	REISS	Switzerland	52943/2012	632037	13 March 2012	17 July 2012

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	Kazakhstan	Designation of IR no. 1152751	Designation of IR no. 1152751	04 January 2013	01 May 2014
Reiss (Holdings) Limited	REISS	South Korea	4520070003859	4500258030000	01 September 2007	18 December 2008
Reiss (Holdings) Limited	REISS	Macao	N/20819 (206)	N/20819 (206)	27 January 2006	09 June 2006
Reiss (Holdings) Limited	REISS	Macao	N/20820 (006)	N/20820 (006)	27 January 2006	09 June 2006
Reiss (Holdings) Limited	REISS	Malaysia	07003336	07003336	27 February 2007	11 June 2008
Reiss (Holdings) Limited	REISS	Malaysia	07003335	07003335	27 February 2007	29 June 2009
Reiss (Holdings) Limited	REISS	Malaysia	07006108	07006108	06 April 2007	09 July 2010

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	New Zealand	294556	294556	30 June 1998	16 March 1999
Reiss (Holdings) Limited	REISS	New Zealand	1014074 (Designation of IR no. 1152751)	1014074 (Designation of IR no. 1152751)	19 November 2014	30 June 2015
Reiss (Holdings) Limited	REISS	Thailand	337009	337009	23 June 1997	—
Reiss (Holdings) Limited	REISS	Thailand	696138	696138	23 May 2008	—
Reiss (Holdings) Limited	REISS	Thailand	696139	696139	23 May 2008	—
Reiss (Holdings) Limited	REISS	United States	85361803	4560633	01 July 2011	01 July 2014
Reiss (Holdings) Limited	REISS	United States	78306764	3066904	29 September 2003	07 March 2006

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS	WIPO	1152751	1152751	04 January 2013	28 March 2013
Reiss (Holdings) Limited	REISS	UK	1360369	1360369	12 October 1988	11 January 1991
Reiss (Holdings) Limited	REISS	WIPO	1300786	1300786	24 November 2015	26 April 2016
Reiss (Holdings) Limited	NINETEEN SEVENTY-ONE REISS Logo 	EUTM	011407954	011407954	07 December 2012	30 October 2013
Reiss (Holdings) Limited	NINETEEN SEVENTY-ONE REISS Logo 	United Kingdom	00911407954	00911407954	07 December 2012	30 October 2013
Reiss (Holdings) Limited	1971 (and variants) 	Hong Kong	302475559	302475559	20 December 2012	20 May 2013

Proprietor	Trade Mark	Country	Application Number	Registration Number	Application Date	Registration Date
Reiss (Holdings) Limited	REISS LONDON	EUTM	011407806	011407806	07 December 2012	04 July 2013
Reiss (Holdings) Limited	REISS LONDON	United Kingdom	00911407806	00911407806	07 December 2012	04 July 2013
Reiss Limited	DAVID REISS	Japan	1993004407	0003133779	20 January 1993	29 March 1996
Reiss Limited	REISS LONDON	Norway	200210116	218756	28 October 2002	02 May 2003
Reiss (Holdings) Limited	REISS	South Korea	40-2017-0067420	40-1454377	01 September 2017	06 March 2019

PART 3

RELEVANT CONTRACTS

Chargor	Description
WP R Midco 2 Limited	The Acquisition Agreement. Any loan or note agreement entered into or to be entered into between WP R Midco 2 Limited as lender and WP R Midco 1 Limited as borrower.
WP R Holdco Limited	The Put and Call Option Deed. The Acquisition Agreement.

SIGNATORIES

Chargors

**EXECUTED as a DEED by
W P R MIDCO 2 LIMITED**
acting by two directors

Signature:



Print name: ..Jonathan Blanchard

Director

Signature:

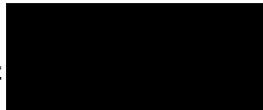


Print name: ..Christos Angelides

Director

**EXECUTED as a DEED by
W P R HOLDCO LIMITED**
acting by two directors

Signature:



Print name: ..Jonathan Blanchard

Director


Signature:



Print name: ..Christos Angelides


Director

**EXECUTED as a DEED by
REISS (HOLDINGS) LIMITED**
acting by two directors

Signature: 

Print name: ..Jonathan Blanchard.....


Director

Signature: 

Print name: ..Christos Angelides.....

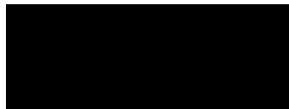
Director

**EXECUTED as a DEED by
REISS MANAGEMENT
INVESTMENTS LIMITED**
acting by two directors

Signature: 

Print name: ..Jonathan Blanchard.....

Director

Signature: 

Print name: ..Christos Angelides.....

Director

EXECUTED as a **DEED** by
REISS (U.S.A.) LIMITED
acting by two directors

Signature



Print name: ..Jonathan Blanchard

Director

Signature



Print name: ..Christos Angelides

Director

EXECUTED as a **DEED** by
REISS LIMITED
acting by two directors

Signature:



Print name: ..Jonathan Blanchard

Director

Signature:



Print name: ..Christos Angelides

Director

Security Agent

LLOYDS BANK PLC

By:



Name: Gordon Addison

Title: Senior Manager, Agency