

MR01

Particulars of a charge



10/553/39

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument is not a document



A11 13/08/2013 #191  
COMPANIES HOUSE  
A08 07/08/2013 #30  
COMPANIES HOUSE

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

You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record

**1 Company details**

Company number 07180438  
Company name in full Cath Kidston Acquisitions Limited

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

**2 Charge creation date**

Charge creation date 30/08/2013

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

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

Name Lloyds TSB Bank plc

Name

Name

Name

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

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

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## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

Intellectual Property as specified in Schedule 8 to the lodged document

5

### Fixed charge or fixed security

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

☒ Yes

☐ No

6

### Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

### Negative Pledge

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

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode

E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Tx



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number. 7180438

Charge code: 0718 0438 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2013 and created by CATH KIDSTON ACQUISITIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2013.

Given at Companies House, Cardiff on 14th August 2013





DATED

AUGUST 2013

(1) CATH KIDSTON MEZZCO LIMITED

- and -

(2) THE COMPANIES LISTED IN SCHEDULE 1

- and -

(3) LLOYDS TSB BANK PLC

## DEBENTURE

*This Debenture is subject to and has the benefit of an Intercreditor Agreement made between, among others, (1) the Charging Companies, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Deed) to be entered into under the terms of the Senior Facilities Agreement).*



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 12 AUGUST 2013

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

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THIS DEBENTURE is made on

| August 2013

BETWEEN

- (1) CATH KIDSTON MEZZCO LIMITED (a company incorporated in England and Wales with registered number 07180428) ("Parent"),
- (2) THE COMPANIES LISTED IN SCHEDULE 1, and
- (3) LLOYDS TSB BANK PLC as security trustee for itself and the other Secured Parties ("Security Agent")

THE PARTIES AGREE AS FOLLOWS:

**1. INTERPRETATION**

**1.1 In this Deed:**

**1.2** terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and

**1.3** at all times the following terms have the following meanings

**1.4 Definitions**

"Acceleration Event" means, following the occurrence of an Event of Default which is then continuing

- (a) the Agent giving notice of acceleration pursuant to, and in accordance with, paragraph (b) of clause 26 21 (*Acceleration*) of the Senior Facilities Agreement, or
- (b) having previously placed the facilities on demand pursuant to, and in accordance with, paragraph (c) of clause 26 21 (*Acceleration*) of the Senior Facilities Agreement, making a demand for payment as referred to therein,

"Agreed Security Principles" means the agreed security principles set out in schedule 11 of the Senior Facilities Agreement,

"After Acquired Key Property" has the meaning given to that term in clause 11 3(a) (*Property Undertakings*),

"Assigned Agreements" means the Acquisition Documents, the Insurances, the Key-person Policies, the Hedging Agreements and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement and as set out in part 1 of schedule 5,

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by this deed,

**"Charging Companies"** means the Parent, each of the companies listed in schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

**"Collection Accounts"** means the accounts of the Charging Companies set out in part 2 of schedule 5 and/or such other accounts as the relevant Charging Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of an Acceleration Event) as the Security Agent shall specify;

**"Default Rate"** means the rate at which interest is payable under clause 12.3 (*Default Interest*) of the Senior facilities Agreement,

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

**"Event of Default"** means Event of Default as defined in the Senior Facilities Agreement,

**"Excluded Property"** has the meaning given to that term in clause 6.6 (*Leases Restricting Charging*),

**"Finance Documents"** has the meaning given to such term in the Senior Facilities Agreement,

**"Finance Parties"** has the meaning give to such term in the Senior Facilities Agreement,

**"Floating Charge Asset"** means an asset charged under clause 6.2 (*Floating Charge*),

**"Hedging Agreement"** means a Hedging Agreement as defined in the Senior Facilities Agreement,

**"Indebtedness"** means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 and taking into account the operation of clause 21.11 of the Senior Facilities Agreement,

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, and including all the Insurances described in schedule 9 (or, as the case may be, as specified in any relevant Security Accession Deed) but excluding any third party liability or public liability insurance and any directors and officers insurance,

**"Intellectual Property"** means

- (a) any patents, trade marks, 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 of each Charging Company (which may now or in the future subsist),

and including all the Intellectual Property described in schedule 8 (or, as the case may be, as specified in any relevant Security Accession Deed),

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

**"Key Properties"** means any freehold or leasehold real property other than

- (a) leasehold property comprised in a lease which reserves an open market rent and was not granted in consideration of a capital sum, or
- (b) leasehold property comprised in a lease whose term has less than twenty years unexpired at the date of this deed or, in respect of After Acquired Key Property, at the date of acquisition of such property, or
- (c) any licence to occupy any freehold or leasehold real property,

and including all those properties described in schedule 2 (or, as the case may be, as specified in any relevant Security Accession Deed),

**"Lenders"** means the Lenders as defined in the Senior Facilities Agreement,

**"Material Intellectual Property"** means any Intellectual Property deemed material to the business or operations of a Charging Company or to the business or operations of the Group by the Security Agent (acting reasonably),

**"Nominated Account"** means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,

**"Obligors"** means Obligors as defined in the Senior Facilities Agreement,

**"Other Debts"** means the debts and claims identified in clause 6 1(c)(v),

**"Premises"** means all freehold and leasehold property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property, if any, specified in schedule 2 (or, as the case may be, schedule 1 of the relevant Security Accession Deed),

**"Receiver"** means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed,

**"Secured Parties"** has the meaning given to such term in the Senior Facilities Agreement,

**"Security Accession Deed"** means a deed executed by a Group Company substantially in the form set out in schedule 7, with those amendments which the Security Agent may approve or reasonably require,

**"Senior Facilities Agreement"** means the facilities agreement dated on or about the date of this deed under which the Original Lenders have made available £65,000,000 of facilities to the Original Borrowers, and

**"Subsidiary Shares"** means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 and as specified in any relevant Security Accession Deed

## 1.5 Construction

In this deed, unless a contrary intention appears, a reference to

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly,
- (c) **"assets"** includes present and future properties, revenues and rights of every description,
- (d) an Event of Default which is **"continuing"** shall be construed in accordance with the terms of the Senior Facilities Agreement,
- (e) **"including"** means including without limitation and "includes" and "included" shall be construed accordingly,
- (f) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;
- (g) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing,
- (h) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) but, if not having the force of law, being of a type with which persons at which it is directed are accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (i) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Senior Facilities Agreement have the same meanings when used in this deed,
- (j) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and any Secured Party relating to the Indebtedness are incorporated in this deed to the extent required for any purported disposition of the Charged Property contained in this deed to be a valid disposition in

accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;

- (k) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document, and
- (l) the parties intend that this document shall take effect as a deed

## **1.6 Other References**

- (a) In this deed, unless a contrary intention appears, a reference to
  - (i) any Finance Party, any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,
  - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules,
  - (iii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, supplemented novated or replaced (excluding any amendment, supplement, novation or replacement made contrary to any provision of any Finance Document), and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed
- (c) Words importing the plural shall include the singular and vice versa

## **2. COVENANT TO PAY**

Each Charging Company as primary obligor and not merely as surety, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Indebtedness from time to time when it falls due in accordance with the relevant Finance Documents and in the manner provided for in the relevant Finance Documents

## **3. GRANT OF SECURITY**

All Security and dispositions created or made by or pursuant to this deed are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Indebtedness

**4. INCONSISTENCY BETWEEN THIS DEED AND THE INTERCREDITOR AGREEMENT**

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

**5. TRUST**

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement

**6. CHARGING CLAUSE**

**6.1 Fixed Charges**

Each Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage
  - (i) all Key Properties together with all buildings and fixtures (including trade fixtures) on such Key Properties, and
  - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (b) by way of first equitable mortgage all freehold and leasehold property not charged pursuant to clause 6 1(a)(i) together with fixtures (including trade fixtures) on that property,
- (c) by way of first fixed charge
  - (i) all other interests (not charged under clause 6 1(a) or 6 1(b)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
  - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;

- (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts;
- (vii) all its Intellectual Property,
- (viii) the benefit of all consents and agreements held by it in connection with the business of such Charging Company or the use of any of its assets,
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by clause 3 (*Error! Not a valid bookmark self-reference.*), all its rights and interests in (and claims under) the Assigned Agreements

## 6.2 Floating Charge

As further security for the payment of the Indebtedness, each Charging Company charges in favour of the Security Agent by way of first floating charge all its present and future assets and undertaking (wherever located) not effectively charged by way of first fixed charge under clause 6.1 (*Fixed Charges*) or assigned under clause 3 (*Error! Not a valid bookmark self-reference.*) and (whether or not effectively so charged or assigned) hensible property and all other property and assets in Scotland

## 6.3 Security Assignment

- (a) As further security for the payment of the Indebtedness, each Charging Company assigns absolutely to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct)
- (b) Until the occurrence of an Acceleration Event, but subject to clause 11.8 (*Assigned Agreements*), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

## 6.4 Conversion of Floating Charge

If

- (a) an Acceleration Event has occurred, or
- (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Charging Company than this deed

## 6.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

## 6.6 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 6.1 (*Fixed Charges*) and from the operation of clause 8 (*Further Assurance*) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained. Subject to paragraph (b) below, the relevant Charging Company shall not be under any obligation to satisfy or obtain any such condition or waiver.
- (b) For each Excluded Property which is a Key Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or its accession to this deed, as applicable) and, in respect of each Excluded Property which is Key Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as possible and, upon request, to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 6.1 (*Fixed Charges*). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will
  - (i) in respect of Key Properties, forthwith execute a valid legal mortgage, and
  - (ii) in respect of all other leasehold property, forthwith execute all documents necessary (if any) to create an equitable mortgage, in each case in such form as the Security Agent shall reasonably require.

## 6.7 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 6.1 (*Fixed Charges*) and from the operation of clause 8 (*Further Assurance*) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property which is Material Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or its accession to this deed, as applicable) and, in respect of any licence or agreement which is



Material Intellectual Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain such consent or waiver as soon as possible and, upon request, to keep the Security Agent informed of the progress of its negotiations.

- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 6.1 (*Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

## **7. CONTINUING SECURITY**

### **7.1 Continuing Security**

This security is to be a continuing security and will extend to the ultimate balance of the Indebtedness notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.

### **7.2 Other Security**

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

## **8. FURTHER ASSURANCE**

### **8.1 General**

- (a) Subject to the Agreed Security Principles, each Charging Company shall (and the Parent shall procure that each other Charging Company will) promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law,
  - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed,
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed,

- (b) Subject to the Agreed Security Principles, each Charging Company shall (and the Parent shall procure that each Charging Company shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed

## 8.2 The Land Registry

- (a) In relation to Key Properties and After Acquired Key Properties charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms

*"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 [insert date of this deed] in favour of Lloyds TSB Bank plc as Security Agent referred to in the charges register"*

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Key Properties and After Acquired Key Properties charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge
- (c) In respect of any part of the Charged Property title to which is registered at The Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of any Charging Company

## 8.3 Register of Trade Marks

Each Charging Company as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in its existing trade marks and trade mark applications and existing design rights and design right applications and any future trade marks or trade mark applications and any future design rights or design right applications registered or to be registered in the United Kingdom in the name of that Charging Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and in accordance with the Agreed Security Principles, on any relevant trademark register, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks

## 9. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent

## **10. REPRESENTATIONS AND WARRANTIES**

### **10.1 Matters Represented**

Each Charging Company represents and warrants to the Security Agent as set out in clauses 10.2 (*Property*) and 10.3 (*Subsidiary Shares*) on the date of this deed and on each day that any Indebtedness is outstanding

### **10.2 Property**

Schedule 2 identifies all Key Properties beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any Key Property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used.

### **10.3 Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares)
- (b) All of those Subsidiary Shares are fully paid

### **10.4 No UK Establishment**

Each Charging Company which is incorporated outside of the United Kingdom represents and warrants to the Security Agent on the date of this deed that it has not registered an establishment in the United Kingdom with the registrar of companies whether under its name of incorporation or any other name.

## **11. UNDERTAKINGS**

### **11.1 Duration of Undertakings**

Each Charging Company undertakes to the Security Agent in the terms of this clause 11 from the date of this deed and for so long as any security constituted by this deed remains in force.

### **11.2 General Undertakings**

- (a) Charged Property

It will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property, save to the extent that a failure to comply with the foregoing would not, or would not be reasonably likely to, have a Material Adverse Effect

(b) Maintenance

It will keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair and in good working order (as applicable, and with ordinary wear and tear excepted)

### 11.3 Property Undertakings

(a) Acquisitions

- (i) It will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property
- (ii) If after the date of this deed it acquires any asset which in the reasonable opinion of the Security Agent is of material value or significance it shall, subject to the Agreed Security Principles
  - (A) grant Transaction Security over that asset as the Security Agent may require and do all such acts and execute all such documents as required under clause 8 (*Further Assurance*) in relation to that asset, and
  - (B) in respect of any Key Property acquired after the date of this deed (an "After Acquired Key Property"), execute a valid legal mortgage over that property in such form as the Security Agent shall reasonably require and comply with the procedure set out in clause 8.2 (*The Land Registry*)

(b) Inspection

It will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any Premises at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of the Premises and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair

(c) Leases

It will not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Premises or otherwise part with possession of the whole or any part of the Premises (except as permitted by the Senior Facilities Agreement)

(d) Forfeiture Notices

It will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Premises

#### **11.4 Collection of Book Debts and Other Debts**

- (a) Each Charging Company will
  - (i) as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account (or, in the case of Other Debts, a Nominated Account) forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent,
  - (ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent, and
  - (iii) where a Collection Account or Nominated Account is not maintained with the Security Agent, use reasonable endeavours to procure that the bank with whom the Collection Account or Nominated Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in schedule 6
- (b) Until the occurrence of an Acceleration Event, a Charging Company may withdraw all or any monies from time to time standing to the credit of any Nominated Account or Collection Account

#### **11.5 Cash Collateral Accounts**

- (a) Where a Cash Collateral Account is not maintained with the Security Agent, the relevant Charging Company will use all reasonable endeavours to procure that the bank with which that Cash Collateral Account is maintained signs and delivers to the Security Agent a letter substantially in the form set out in schedule 6
- (b) No Charging Company may withdraw all or any monies from time to time standing to the credit of any Cash Collateral Account, unless expressly permitted to do so by the Senior Facilities Agreement or with the prior written consent of the Security Agent

#### **11.6 Title Documents**

Each Charging Company will promptly deposit with the Security Agent (or as it shall direct)

- (a) all deeds and documents of title relating to all Key Properties and After Acquired Key Properties and if those deeds and documents are with The Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release,
- (b) all stock and share certificates and other documents of title relating to the Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Acceleration

Event or if the Security Agent considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 12 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select,

- (c) all policies of insurance for the time being charged under this deed, and
- (d) following an Acceleration Event, all other documents relating to the Charged Property which the Security Agent from time to time reasonably requires

#### **11.7 Voting and Distribution Rights**

- (a) Until an Acceleration Event occurs
  - (i) the relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Investments, and
  - (ii) the relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Investments provided that it shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties under this deed
- (b) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments

#### **11.8 Assigned Agreements**

Each Charging Company will

- (a) perform all its obligations under the Assigned Agreements in a diligent and timely manner,
- (b) not make or agree to make any amendments to the Assigned Agreements, waive any of its rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) save as permitted by the terms of the Intercreditor Agreement,
- (c) promptly after the execution of this deed (or, in respect of any Assigned Agreement designated as such after the date of execution of this deed, promptly after the applicable designation date), give notice to the other parties to the Assigned Agreements that it has assigned its rights under the applicable Assigned Agreement to the Security Agent under this deed. Such notice will be given in substantially the form set out in part 1 of schedule 4, except in the case of the Insurances where the notice will be substantially in the form set out in part 2 of schedule 4. Each relevant Charging Company will use reasonable endeavours to procure that each party served

with any such notice countersigns and returns the notice to the Security Agent within 14 days of the execution of this deed (or, as the case may be, execution of the relevant Assigned Agreement)

#### **11.9 Retention of Documents**

The Security Agent may retain any document delivered to it under clause 11.6 (*Title Documents*) or otherwise until the security created by this deed is released

#### **11.10 Power to Remedy**

If a Charging Company fails to comply with any covenant set out in clauses 11.2 (*General Undertakings*) to 11.9 (*Retention of Documents*) (inclusive) and that failure is not remedied to the satisfaction of the Security Agent (acting reasonably) within 14 days, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with

#### **11.11 Indemnity**

Each Charging Company will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Charging Company of its obligations under clauses 11.1 (*Duration of Undertakings*) to 11.9 (*Retention of Documents*) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in clause 11.10 (*Power to Remedy*) above, save to the extent that losses arise as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests

### **12. ATTORNEY**

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed and which it has failed to do within 10 business days following notice of such failure (provided that no such notice shall be required if an Acceleration Event has occurred) or which following the occurrence an Acceleration Event may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this deed or otherwise following the occurrence of an Acceleration Event for any of the purposes of this deed, and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

### **13. ENFORCEMENT AND POWERS OF THE SECURITY AGENT**

#### **13.1 Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed

### **13.2 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Indebtedness is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after an Acceleration Event has occurred.

### **13.3 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

### **13.4 Fixtures**

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

### **13.5 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after an Acceleration Event has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

### **13.6 Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

### **13.7 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.



### **13.8 Appropriation**

- (a) In this deed, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (No 3226)
- (b) At any time after an Acceleration Event has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Indebtedness
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Indebtedness, as the case may be, either
  - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Indebtedness, or
  - (ii) the relevant Charging Company/Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Indebtedness

### **13.9 Restrictions on Notices**

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 6 unless and until an Acceleration Event has occurred or any of the circumstances described in clause 6 4 (*Conversion of Floating Charge*) or clause 6 5 (*Automatic Conversion of Floating Charge*) have arisen
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of part 1 or part 2 of schedule 4 until an Acceleration Event has occurred

## **14. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **14.1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver

### **14.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company,
- (b) enter into or cancel any contracts on any terms or conditions,
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not,
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions,
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property,
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit,
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property,
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property,
- (l) purchase or acquire any land or any interest in or right over land,
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises, and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 14 2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit

#### **14.3 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

#### **14.4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

#### **14.5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise)

### **15. APPLICATION OF MONEYS**

#### **15.1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company

#### **15.2 Insurance Proceeds**

If an Acceleration Event has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of leasehold premises) in reduction of the Indebtedness

#### **15.3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

#### **15.4 Application against Indebtedness**

Subject to clause 15.1 (*Order of Application*), any moneys received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Indebtedness to which they may be applicable in any order or manner which the Security Agent may determine

## **15.5 Suspense Account**

- (a) Until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Indebtedness in an interest bearing separate suspense account and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account

## **16. PROTECTION OF THIRD PARTIES**

### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

### **16.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver

## **17. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **17.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Finance Documents

### **17.2 Possession of Charged Property**

Without prejudice to clause 17.1 (*No Liability*), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

### **17.3 Liability of Charging Companies**

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 21 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed.

### **17.4 Security Agent**

The provisions set out in clause 30 (*Role of the Agent, The Arranger and others*) of the Senior Facilities Agreement and clause 18 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

## **18. COSTS AND EXPENSES**

### **18.1 Enforcement Expenses**

The Parent shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Transaction Security or enforcing these rights.

### **18.2 Stamp Duties, etc**

The Parent shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed.

### **18.3 Default Interest**

If not paid when due, the amounts payable under this clause 18 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Indebtedness.

## **19. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

### **19.1 Cumulative Powers**

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security

Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment

#### **19.2 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is avoided or set aside

#### **19.3 Discharge Conditional**

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred

### **20. RULING OFF ACCOUNTS**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Indebtedness

### **21. DELEGATION**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate

### **22. REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after an Acceleration Event has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer

## **23. Set-Off**

### **23.1 Set-off Rights**

While an Event of Default is continuing any Secured Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **23.2 Different Currencies**

A Secured Party may exercise its rights under clause 23.1 (*Set-off Rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

### **23.3 Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

## **24. NOTICES**

### **24.1 Communications in writing**

Any communication made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### **24.2 Addresses**

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is:

- (a) as shown immediately after its name on the execution pages of this deed (in the case of any person who is a party as at the date of this deed),
- (b) in the case of any person who becomes a party after the date of this deed, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **24.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective
  - (i) if by way of fax, when received in legible form, or

- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)
- (c) Any communication or document made or delivered to the Parent in accordance with this clause 24.3 will be deemed to have been made or delivered to each of the Charging Companies
- (d) Any communication or document which becomes effective, in accordance with clauses 24.3(a) to 24.3(c), after 5.00pm in the place of receipt shall be deemed only to become effective on the following day

## **25. CHANGES TO PARTIES**

### **25.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents

### **25.2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 27 (*Changes to the Lenders*) and clause 29 (*Changes to the Obligors*) of the Senior Facilities Agreement and clause 19 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

### **25.3 New Subsidiaries**

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed (subject to such amendments as may be required to accord with the Agreed Security Principles)

### **25.4 Consent of Charging Companies**

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by clause 25.3 (*New Subsidiaries*) and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf

## **26. CURRENCY CLAUSES**

### **26.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to cover the



obligations and liabilities comprised in the Indebtedness in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

## **26.2 No Discharge**

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Obligor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall

## **27. MISCELLANEOUS**

### **27.1 Small Company Moratorium**

Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver

### **27.2 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error

### **27.3 Invalidity of any Provision**

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

### **27.4 Counterparts**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed

### **27.5 Failure to Execute**

Failure by one or more parties ("Non-Signatories") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions

### **27.6 Perpetuity Period**

The perpetuity period applicable to the trusts created by this deed is 125 years

## **27.7 Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person

## **27.8 Covenant To Release**

Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed

## **28. GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.
- (b) 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 or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**")
- (c) The parties to this deed 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
- (d) This clause 28 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

**In witness** whereof this deed has been duly executed on the above date first above written

## **SCHEDULE 1: CHARGING COMPANIES**

<b>Name</b>	<b>Registered Number</b>
Cath Kidston Mezzco Limited	07180428
Cath Kidston Acquisitions Limited	07180438
Cath Kidston Limited	02808583

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## **SCHEDULE 2: DETAILS OF KEY PROPERTIES**

### **Registered Land**

**No Key Properties on the date of the Debenture**

### **Unregistered Land**

**No Key Properties on the date of the Debenture**

### SCHEDULE 3: SUBSIDIARY SHARES

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Cath Kidston Mezzco Limited	Cath Kidston Acquisitions Limited	88925001 ordinary shares held	N/A
Cath Kidston Acquisitions Limited	Cath Kidston Limited	138000 Ordinary A Shares  76800 Ordinary B Shares  23867 C Ordinary Shares	N/A
Cath Kidston Limited	Cath Kidston Asia Pacific Limited Hong Kong	1 ordinary share	N/A
Cath Kidston Limited	Cath Kidston Spain S L	3000 Ordinary shares	N/A

## SCHEDULE 4: FORMS OF NOTICE

### Part 1: Forms of notice to counterparties (other than insurers) of Assigned Agreements

To [insert name and address of counterparty]

Dated ◆

Dear Sirs

Re: [here identify the relevant Assigned Agreement] ("Agreement")

We notify you that [insert name of Charging Company] ("Charging Company") has [charged in favour of]/[assigned to] Lloyds TSB Bank plc ("Security Agent") for the benefit of itself and certain other banks and financial institutions ("Secured Parties") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1 the Charging Company may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- 3 you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- 4 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
- 5 the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,
- (b) you have not received notice that the Charging Company has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party, and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of

*[insert name of Charging Company]*

*[On acknowledgement copy]*

To                Lloyds TSB Bank plc  
                      [address]

Copy to            *[insert name and address of Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

. . .

for and on behalf of

*[insert name of Counterparty]*

Dated    ◆

## Part 2: Form of notice to insurers

To [insert name and address of insurance company]

Dated ◆

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] ("Policies")**

We notify you that [insert name of Charging Company] ("Charging Company") has assigned to Lloyds TSB Bank plc ("Security Agent") for the benefit of itself and certain other banks and financial institutions ("Secured Parties") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1 the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
- 3 you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have noted the Security Agent's interest as first chargee on the Policies,
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing,
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice,
- (e) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party, and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies



The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of

*[insert name of Charging Company]*

*[On acknowledgement copy]*

To                   Lloyds TSB Bank plc

*[address]*

Copy to           *[insert name and address of Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above

for and on behalf of

*[insert name of insurance company]*

Dated   ◆

## SCHEDULE 5: DETAILS OF ACCOUNTS

### Part 1. Cash Collateral Accounts

Account Name	Account Holder	Account Bank	Sort Code	Account Number
Holding Account	Cath Kidston Acquisitions Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Mandatory Pre-payment Account	Cath Kidston Acquisitions Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]

### Part 2: Collection Accounts

Account Holder	Account Bank	Sort Code	Account Number
Cath Kidston Limited	Ulster Bank	[REDACTED]	[REDACTED]
Cath Kidston Limited	Ulster Bank	[REDACTED]	[REDACTED]
Cath Kidston Mezzco Limited	Barclays Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Acquisitions Limited	Barclays Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Barclays Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Barclays Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]
Cath Kidston Acquisitions Limited	Lloyds TSB Bank plc	[REDACTED]	[REDACTED]

**SCHEDULE 6: FORM OF NOTICE TO BANKS OPERATING COLLECTION ACCOUNTS  
AND/OR NOMINATED ACCOUNTS AND/OR CASH COLLATERAL ACCOUNTS**

To                    *[insert name and address of Account Bank]* ("Account Bank")

Dated                ◆

Dear Sirs

**Re: The ◆                    Group of Companies - Security over Bank Accounts**

We notify you that *[insert name of Charging Company]* ("Charging Company") and certain other companies identified in the schedule to this notice (together the "Customers") charged to Lloyds TSB Bank plc ("Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers ("Charged Accounts") and to all interest (if any) accruing on the Charged Accounts

- 1        We irrevocably authorise and instruct you
  - (a)        to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
  - (b)        to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide
- 2        We also advise you that
  - (a)        the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent,
  - (b)        by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time,
  - (c)        the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent
- 3        Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that
  - (a)        you agree to act in accordance with the provisions of this notice,

- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts

The provisions of this notice are governed by English law

#### SCHEDULE

Customer	Account No.	Sort Code	Status
◆	◆	◆	[Blocked][Not blocked]

Yours faithfully,

for and on behalf of  
*[Insert name of Charging Company]*  
 as agent for and on behalf of all of the Customers

Counter-signed by

for and on behalf of  
*[Insert name of Security Agent]*

[On acknowledgement copy]

To                Lloyds TSB Bank plc  
                    [address]

Copy to            [Insert name of Charging Company] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above

for and on behalf of  
[Insert name of Account Bank]

Dated    ◆

## SCHEDULE 7: FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on ♦

BETWEEN:

- (1) ♦ LIMITED (a company incorporated in [England and Wales] with registered number ♦ ("New Charging Company"))
- (2) CATH KIDSTON MEZZCO LIMITED (a company incorporated in England and Wales with registered number 7180428 ("Parent")) for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) LLOYDS TSB BANK PLC as security trustee for itself and the other Secured Parties ("Security Agent")

### BACKGROUND:

This deed is supplemental to a debenture dated ♦ between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) ("Debenture")

NOW THIS DEED WITNESSES as follows

#### 1. INTERPRETATION

##### (a) Definitions

Terms defined in the Debenture have the same meaning when used in this deed

##### (b) Construction

Clause 1.5 (*Construction*) and clause 1.6 (*Other References*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

#### 2. ACCESSION OF NEW CHARGING COMPANY

##### (a) Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a Party to it as a Charging Company

##### (b) Covenant to pay

The New Charging Company as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Indebtedness from time to time when it falls due in accordance with the relevant Finance Documents and in the manner provided for in the relevant Finance Documents

##### (c) Fixed charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (i) by way of first legal mortgage
  - (A) all Key Properties owned by it (including that specified in schedule 1 to this deed) together with all buildings and fixtures (including trade fixtures) on that property, and
  - (B) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
- (ii) by way of first equitable mortgage all freehold and leasehold property not charged pursuant to clause 2(c)(i) together with fixtures (including trade fixtures) on that property,
- (iii) by way of first fixed charge
  - (A) all other interests (not charged under clauses 2(c)(i) and 2(c)(ii)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (B) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
  - (C) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
  - (D) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
  - (E) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person,
  - (F) all its Intellectual Property,
  - (G) all rights and interest in the Hedging Agreements,
  - (H) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
  - (I) its goodwill and uncalled capital, and
  - (J) if not effectively assigned by clause 2(e) (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements

**(d) Floating charge**

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2(c) (*Fixed Charges*) or assigned under clause 2(e) (*Security Assignment*)

**(e) Security Assignment**

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, including those identified in schedule 3, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)

**3. CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

**4. CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

**5. NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 24.1 (*Communications in writing*) of the Debenture are as follows:

Address           ◆

Facsimile:       ◆

Attention         ◆

**6. LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

In witness whereof this deed has been duly executed on the date first above written



**SCHEDULE 1 : DETAILS OF KEY PROPERTY**

**SCHEDULE 2: DETAILS OF SUBSIDIARY SHARES**

**SCHEDULE 3 : ASSIGNED AGREEMENTS**

**SCHEDULE 4: DETAILS OF COLLECTION ACCOUNTS**

**SCHEDULE 5: DETAILS OF INTELLECTUAL PROPERTY**

**SCHEDULE 6: DETAILS OF INSURANCES**

## SIGNATORIES TO DEED OF ACCESSION

### The New Charging Company

**EXECUTED** as a deed and delivered by )  
◆ acting by a director and its )  
secretary or two directors )

Director

Director/Secretary

Director

Director/Secretary

### OR

**EXECUTED** as a deed and delivered by )  
[*insert name of company in bold and upper* )  
*case*] acting by [*insert name of director*] in )  
the presence of )

Director

Director/Secretary

Director

Director/Secretary

### The Parent

**EXECUTED** as a deed and delivered by )  
◆ for itself and as agent for the )  
existing Charging Companies acting by a )  
director and its secretary or two directors )

Director

Director/Secretary

Director

Director/Secretary

OR

EXECUTED as a deed and delivered by )  
[insert name of company in bold and upper )  
case] acting by [insert name of director] in )  
the presence of )

Director

Witness Signature

Full Name

Address

Occupation

Security Agent

Signed by \_\_\_\_\_ for and on behalf )  
of LLOYDS TSB BANK PLC )  
)

Address: [◆ ]

Facsimile No: [◆ ]

Attention: [◆ ]

Notice Details

Address: [◆ ]

Fax: [◆ ]

Attention: [◆ ]

With a copy to:

Address: [◆ ]

Fax: [◆ ]

Attention: [◆ ]

# SCHEDULE 8: DETAILS OF INTELLECTUAL PROPERTY

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
China	201130245683 4	Bathroom (fabric design)	Registered	26 07 2013
China	201130245681 5	Chelsea flowers (white) (fabric design)	Registered	26 07 2013
China	201130245650 X	Dinosaurs (fabric design)	Registered	26 07 2013
China	201130145649 7	Outer space (fabric design)	Registered	26 07 2011
China	201130245648 2	Pony (fabric design)	Registered	26 07 2013
China	201130245647 8	Zoo (fabric design)	Registered	26 07 2013
China	201130245682 x	Be a good sport design	Pending	26 07 2013
China	201230234376 0	Trailing floral charcoal	Pending	08 01 2014
China	201230234376 0	Trailing Floral Stone	Pending	08 01 2014
China	201230234359 7	Nottinghill Rose – Charcoal	Pending	N/A
China	201230234359 7	Nottinghill Rose – petrol	Pending	N/A
China	201230234534 2	Sherbet ditsy fabric	Pending	N/A
China	201230234534 2	Kensington rose blue	Pending	N/A
China	201230234472 5	Tea rose stripe	Pending	N/A
EU	001650268-0001	Fabrics	Registered	21 12 2014
EU	001658584-0008	Fabrics	Registered	19 01 2015
EU	001658584-0009	Fabrics	Registered	19 01 2015
EU	001658584-0010	Fabrics	Registered	19 01 2015
EU	001658584-0011	Fabrics	Registered	19 01 2015
EU	001658584-0012	Fabrics	Registered	19 01 2015
EU	001658584-0013	Fabrics	Registered	19 01 2015
EU	001658584-0014	Fabrics	Registered	19 01 2015
EU	001658584-0015	Fabrics	Registered	19 01 2015

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	001658584-0016	Fabrics	Registered	19 01 2015
EU	001658584-0017	Fabrics	Registered	19 01 2015
EU	001650268-0002	Fabrics	Registered	21 12 2014
EU	001658584-0018	Fabrics	Registered	19 01 2015
EU	001658584-0019	Fabrics	Registered	19 01 2015
EU	001658584-0020	Fabrics	Registered	19 01 2015
EU	001668476-0001	CATH KIDS STANLEY WEAR - Dog Design	Registered	10 02 2015
EU	001668476-0002	Dog Design	Registered	10 02 2015
EU	001811266-0001	Fabric design	Registered	26 01 2016
EU	001811266-0002	Fabric design	Registered	26 01 2016
EU	001811266-0003	Fabric design	Registered	26 01 2016
EU	001811266-0004	Fabric design	Registered	26 01 2016
EU	001811266-0005	Fabric design	Registered	26 01 2016
EU	001658584-0001	Fabrics	Registered	19 01 2015
EU	001811266-0006	Fabric design	Registered	26 01 2016
EU	001811266-0007	Fabric design	Registered	26 01 2016
EU	001811266-0008	Fabric design	Registered	26 01 2016
EU	001811266-0009	Fabric design	Registered	26 01 2016
EU	001811266-0010	Fabric design	Registered	26 01 2016
EU	001811266-0011	Fabric design	Registered	26 01 2016
EU	001811266-0012	Fabric design	Registered	26 01 2016
EU	001811266-0013	Fabric design	Registered	26 01 2016
EU	001811266-0014	Fabric design	Registered	26 01 2016
EU	001811266-0015	Fabric design	Registered	26 01 2016
EU	001658584-0002	Fabrics	Registered	19 01 2015

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	001811266-0016	Fabric design	Registered	26 01 2016
EU	001811266-0017	Fabric design	Registered	26 01 2016
EU	001811266-0018	Fabric design	Registered	26 01 2016
EU	001811266-0019	Fabric design	Registered	26 01 2016
EU	001811266-0020	Fabric design	Registered	26 01 2016
EU	001811266-0021	Fabric design	Registered	26 01 2016
EU	001811266-0022	Fabric design	Registered	26 01 2016
EU	001811266-0023	Fabric design	Registered	26 01 2016
EU	001811266-0024	Fabric design	Registered	26 01 2016
EU	001817222-0001	Fabric design	Registered	07 02 2016
EU	001658584-0003	Fabrics	Registered	19 01 2015
EU	001817222-0002	Fabric design	Registered	07 02 2016
EU	001874363-0001	Fabric design	Registered	07 06 2016
EU	001874363-0002	Fabric design	Registered	07 06 2016
EU	001874363-0003	Fabric design	Registered	07 06 2016
EU	001874363-0004	Fabric design	Registered	07 06 2016
EU	001874363-0005	Fabric design	Registered	07 06 2016
EU	001874363-0006	Fabric design	Registered	07 06 2016
EU	001874363-0007	Fabric design	Registered	07 06 2016
EU	001874363-0008	Fabric design	Registered	07 06 2016
EU	001874363-0009	Fabric design	Registered	07 06 2016
EU	001658584-0004	Fabrics	Registered	07 06 2016
EU	001874363-0010	Fabric design	Registered	07 06 2016
EU	001874363-0011	Fabric design	Registered	07 06 2016
EU	001874363-0012	Fabric design	Registered	07 06 2016
EU	001874363-0013	Fabric design	Registered	07 06 2016
EU	001874363-0014	Fabric design	Registered	07 06 2016

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	001874363-0015	Fabric design	Registered	07 06 2016
EU	001874363-0016	Fabric design	Registered	07 06 2016
EU	001874363-0017	Fabric design	Registered	07 06 2016
EU	001874363-0018	Fabric design	Registered	07 06 2016
EU	001874363-0019	Fabric design	Registered	07 06 2016
EU	001658584-0005	Fabrics	Registered	19 01 2015
EU	001960048-0001	Baking blue fabric	Registered	08 12 2016
EU	001960048-0002	Match of the day white fabric	Registered	08 12 2016
EU	001960048-0003	Cowgirls fabric	Registered	08 12 2016
EU	001960048-0004	Elephants fabric	Registered	08 12 2016
EU	001960048-0005	Sherbet ditsy fabric	Registered	08 12 2016
EU	001960048-0006	Christmas deer blue	Registered	08 12 2016
EU	001960048-0007	Cotton rose	Registered	08 12 2016
EU	001960048-0008	Kempton final repeat section	Registered	08 12 2016
EU	001960048-0009	Nottingham Rose - Charcoal	Registered	08 12 2016
EU	001960048-0010	Nottingham Rose - petrol	Registered	08 12 2016
EU	001658584-0006	Fabrics	Registered	09 01 2015
EU	001960048-0011	Kensington rose blue	Registered	08 12 2016
EU	001960048-0012	Quilted Rose	Registered	08 12 2016
EU	001960048-0013	Spitalfields rose red	Registered	08 12 2016
EU	001960048-0014	Tea rose stripe	Registered	08 12 2016
EU	001960048-0015	Trailing floral charcoal	Registered	08 12 2016
EU	001960048-0016	Trailing floral old white	Registered	08 12 2016
EU	001658584-0007	Fabrics	Registered	19 01 2015
EU	002048942-0001	Trailing Floral Stone	Registered	29 05 2017
EU	002060830-0009	Garage stone	Registered	20 06 2017
EU	002060830-0010	Greenwich blue	Registered	20 06 2017
EU	002060830-0011	Greenwich white	Registered	20 06 2017

**REGISTERED DESIGNS**

Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	002060830-0012	Kitchen Scene stepped out	Registered	20 06 2017
EU	002060830-0013	Linen Sprig Old white	Registered	20 06 2017
EU	002060830-0014	Music navy	Registered	20 06 2017
EU	002060830-0015	Bloomsbury blue	Registered	20 06 2017
EU	002060830-0016	Bloomsbury navy	Registered	20 06 2017
EU	002060830-0017	Butterflies white	Registered	20 06 2017
EU	002060830-0018	Butterfly rose	Registered	20 06 2017
EU	002060830-0001	Pirates	Registered	20 06 2017
EU	002060830-0019	Daisy Rose navy	Registered	20 06 2017
EU	002060830-0020	Daisy Rose pale blue	Registered	20 06 2017
EU	002060830-0021	Daisy Rose white	Registered	20 06 2017
EU	002060830-0022	Daisy Rose check blue	Registered	20 06 2017
EU	002060830-0023	Daisy Rose check red	Registered	20 06 2017
EU	002060830-0024	Daisy Rose check yellow	Registered	20 06 2017
EU	002173922-0001	Fire Engines Design	Registered	28 01 2018
EU	002173922-0002	Garden Bird Charcoal Design	Registered	28 01 2018
EU	002173922-0003	Garden Bird Khaki Design	Registered	28 01 2018
EU	002173922-0004	Garden Bird Stone Design	Registered	28 01 2018
EU	002060830-0002	Sailing navy	Registered	20 06 2017
EU	002173922-0005	Garden Rose Grey Design	Registered	28 01 2018
EU	002173922-0006	Garden Rose Red Design	Registered	28 01 2018
EU	002173922-0007	Highbury Rose Design	Registered	28 01 2018
EU	002173922-0008	Kentish Rose Blue Design	Registered	28 01 2018
EU	002173922-0009	Kentish Rose Navy Design	Registered	28 01 2018
EU	002173922-0010	Kentish Rose Red Design	Registered	28 01 2018
EU	002173922-0011	Little Birds Design	Registered	28 01 2018
EU	002173922-0012	Sweetheart Design	Registered	28 01 2018
EU	002060830-0003	Sailing white	Registered	20 06 2017



REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	002060830-0004	Seaside Cottage Stripe stepped out	Registered	20 06 2017
EU	002060830-0005	Strawberry Fields pale blue	Registered	20 06 2017
EU	002060830-0006	Sweet Rose white	Registered	20 06 2017
EU	002060830-0007	Wild Strawberry stone	Registered	20 06 2017
EU	002060830-0008	Wild Strawberry blue	Registered	20 06 2017
Hong Kong	1101019 4M001	Fabric (bathroom)	Registered	15 08 2016
Hong Kong	1201106 0M001	Sherbet Ditsy	Registered	06 06 2017
Hong Kong	1201106 0M002	Notting Hill Rose Charcoal	Registered	06 06 2017
Hong Kong	1101019 4M003	Notting Hill Rose Petrol	Registered	06 06 2017
Hong Kong	1201106 0M004	Kensington Rose Blue	Registered	06 06 2017
Hong Kong	1201106 0M005	Tea Rose Stripe	Registered	06 06 2017
Hong Kong	1201106 0M006	Trailing Floral Charcoal	Registered	06 06 2017
Hong Kong	1201106 0M007	Trailing Floral Stone	Registered	06 06 2017
Hong Kong	1101019 4M002	Fabric (Chelsea Flowers blue)	Registered	15 06 2016
Hong Kong	1101019 4M003	Fabric (Be A Good Sport navy and Be A Good Sport white)	Registered	15 06 2016
Hong Kong	1101019 4M004	Fabric (Dinosaurs)	Registered	06 06 2017
Hong Kong	1101019 4M005	Fabric (Outer Space)	Registered	06 06 2017
Hong Kong	1101019 4M006	Fabric (Pony)	Registered	06 06 2017
Hong Kong	1101019 4M007	Fabric (zoo)	Registered	06 06 2017
Hong Kong	1101966 2M001	Fabric (Chelsea Flowers white)	Registered	15 06 2016
Hong Kong	1101966 2M001	Fabric (be a good sport)	Registered	15 06 2016
Japan	2011-016864	Be A Good Sport White Design	Registered	01 06 2013
Japan	DA2012-013656	Sherbet Ditsy	Registered	21 09 2013
Japan	DA2012-013657	Notting Hill Rose Charcoal	Registered	21 09 2013
Japan	DA2012-013658	Notting Hill Rose Petrol	Registered	21 09 2013
Japan	DA2012-013659	Kensington Rose Blue	Registered	21 09 2013

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
Japan	DA2012-013660	Tea Rose Strip	Registered	21 09 2013
Japan	DA2012-013661	Trailing Floral Charcoal	Registered	21 09 2013
Japan	DA2012-013662	Trailing Floral Stone	Registered	21 09 2013
Japan	2011- 016865	Bathroom Design	Registered	22 11 2013
Japan	2011- 016866	Chelsea roses blue new repeat section Design	Registered	01 06 2013
Japan	2011- 016867	Chelsea roses white repeat section revised Design	Registered	01 06 2013
Japan	2011- 016868	Dinosaurs Design	Registered	01 06 2013
Japan	2011- 016869	Outer Space Design	Registered	01 06 2013
Japan	2011- 016870	Pony Print Design	Registered	01 06 2013
Japan	2011- 016871	Zoo Design	Registered	01 06 2013
Japan	2011- 016872	Be A Good Sport Design	Registered	01 06 2013
Korea	30-2011-0031281	Fabric designs (bathroom, Chelsea flowers, dinosaurs, outer space, pony, zoo)	Registered	22 12 2014
Korea	30-2011-0032445	Be a good sport (fabric design)	Registered	22 11 2014
Korea	30-2012-0028199 M01	Trailing Floral Stone	Registered	26 07 2015
Korea	30-2012-0028199 M02	Trailing Floral Charcoal	Registered	26 07 2015
Korea	30-2012-0028199 M03	Nottingham Rose Petrol	Registered	26 07 2015
Korea	30-2012-0028199 M04	Nottingham Rose Charcoal	Registered	26 07 2015
Korea	30-2012-0028199 M05	Tea Rose Stripe	Registered	26 07 2015
Korea	30-2012-0028199 M06	Sherbet ditsy fabric	Registered	26 07 2015
Korea	30-2012-0028199 M07	Kensington Rose Blue	Registered	26 07 2015
Thailand	1102002035	Bathroom (fabric design)	Pending	N/A

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
Thailand	1202001437	Sherbet Ditsy	Pending	N/A
Thailand	1202001438	Notting Hill Rose Charcoal	Pending	N/A
Thailand	1202001439	Notting Hill Rose Petrol	Pending	N/A
Thailand	1202001440	Kensington Rose Blue	Pending	N/A
Thailand	1202001441	Tea Rose Stripe	Pending	N/A
Thailand	1202001442	Trailing Floral Charcoal	Pending	N/A
Thailand	1202001443	Trailing Floral Stone	Pending	N/A
Thailand	1102002036	Chelsea flowers (blue) (fabric design)	Pending	N/A
Thailand	1102002037	Chelsea flowers (white) (fabric design)	Pending	N/A
Thailand	1102002038	Dinosaurs (fabric design)	Pending	N/A
Thailand	1102002039	Outer space (fabric design)	Pending	N/A
Thailand	1102002040	Pony (fabric design)	Pending	N/A
Thailand	1102002041	Zoo (fabric design)	Pending	N/A
Thailand	1102002043	Be a good sport (navy) (fabric design)	Pending	N/A
Thailand	1102002042	Be a good sport (white) (fabric design)	Pending	N/A
Taiwan	101303305	Sherbet ditsy fabric	Pending	N/A
Taiwan	101303306	Nottinghill Rose - Charcoal	Pending	N/A
Taiwan	101303307	Kensington rose blue	Pending	N/A
Taiwan	101303308	Tea rose stripe	Pending	N/A
Taiwan	101303310	Trailing floral charcoal	Pending	N/A
TRADE MARKS				
China	4252244	CATH KIDSTON	Registered	20 08 2017
Australia	946180	CATH KIDSTON	Registered	07 03 2013
Canada	1233685	CATH KIDS (word)	Registered	07 08 2023
Canada	1233584	CATH KIDS (word)	Registered	14 07 2023
China	4252094	CATH KIDS (stylised)	Registered	06 02 2017

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
China	4252093	CATH KIDS (stylised)	Registered	13 09 2017
China	4252092	CATH KIDS (stylised)	Registered	13 09 2017
China	42520248	CATH KIDS (stylised)	Registered	20 08 2017
China	4252091	CATH KIDS (stylised)	Registered	13 04 2018
China	4252090	CATH KIDS (stylised)	Registered	13 09 2017
China	4252089	CATH KIDS (stylised)	Registered	13 09 2017
China	4252088	CATH KIDS (stylised)	Registered	13 04 2018
China	4252087	CATH KIDS (stylised)	Registered	13 04 2018
China	4252086	CATH KIDS (stylised)	Registered	13 04 2018
China	4252247	CATH KIDS (stylised)	Registered	20 08 2017
China	4252246	CATH KIDS (stylised)	Registered	20 08 2017
China	4252245	CATH KIDS (stylised)	Registered	06 02 2017
China	4252081	CATH KIDSTON	Registered	06 02 2017
China	4252080	CATH KIDSTON	Registered	20 08 2017
China	4252079	CATH KIDSTON	Registered	13 04 2018
China	4252085	CATH KIDSTON	Registered	20 08 2017
China	4252078	CATH KIDSTON	Registered	20 08 2017
China	4252077	CATH KIDSTON	Registered	20 08 2017
China	4252076	CATH KIDSTON	Registered	13 04 2018
China	4252075	CATH KIDSTON	Registered	13 04 2018
China	4252074	CATH KIDSTON	Registered	13 04 2018
China	4252084	CATH KIDSTON	Registered	20 08 2017
China	4252083	CATH KIDSTON	Registered	20 08 2017
China	4252082	CATH KIDSTON	Registered	06 02 2017
China	N/A	CATH KIDSTON	Pending	N/A
China	N/A	CATH KIDSTON	Pending	N/A
China	N/A	CATH KIDSTON	Pending	N/A
China	N/A	CATH KIDSTON	Pending	N/A

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
EU	008700511	CATH KIDSTON	Registered	20 11 2019
EU	008891947	CATH KIDSTON	Registered	18 02 2020
EU	009716473	BE A GOOD SPORT	Registered	07 02 2021
EU	010202422	RETRO FLOWERS	Registered	17 08 2021
EU	2670412	CATH KIDSTON	Registered	30 04 2022
EU	2969772	CATH KIDSTON	Registered	21 11 2022
EU	010330132	BLOSSOM & device	Registered	11 10 2021
EU	011244183	Cath's Café (word & device)	Pending	05 10 2022
EU	011247351	COMING UP ROSES	Pending	08 10 2022
Great Britain	2207947	CATH KIDS (stylised) (series of 2)	Registered	08 09 2019
Great Britain	2207948	CATH KIDSTON (stylised) (series of 2)	Registered	08 09 2019
Hong Kong	300302480	CATH KIDS (stylised) (series of 2)	Registered	14 10 2014
Hong Kong	300302471	CATH KIDSTON (word)	Registered	14 10 2014
Hong Kong	301872009	Cath Kidston (stylised)	Registered	27 03 2021
Indonesia	IDM000388725	CATH KIDS (stylised)	Pending	N/A
Indonesia	IDM000388726	CATH KIDSTON (stylised)	Pending	N/A
India	1303976	CATH KIDS (stylised) (series of 2)	Registered	20 08 2014
India	1303977	CATH KIDSTON (word)	Registered	20 08 2014
Japan	4742839	CATH KIDSTON (word)	Registered	23 01 2014
Japan	5572598	CATH KIDSTON	Pending	N/A
Japan	2012-086785	Cath's Café (word & device)	Pending	23 10 2022
Cambodia	KH/T/2011/42589	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42595	CATH KIDS (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42590	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42591	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42592	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42594	CATH KIDSTON (stylised)	Registered	09 08 2021

**REGISTERED DESIGNS**

Country	Number	Title	Status (Pending or Registered)	Renewal Date
Cambodia	KH/T/2011/42596	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42597	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42598	CATH KIDSTON (stylised)	Registered	09 08 2021
Cambodia	KH/T/2011/42593	CATH KIDS (stylised)	Registered	09 08 2021
Korea	40-2004-0038999	CATH KIDS (stylised)	Registered	22 05 2016
Korea	40-2005-0055362	CATH KIDSTON (word)	Registered	13 07 2016
Korea	40-2004-0038998	CATH KIDSTON	Registered	22 09 2016
Korea	4020100062465	CATH KIDSTON in Korean characters	Registered	02 02 2022
Kuwait	108532	CATH KIDSTON	Registered	22.12 2019
Kuwait	108533	CATH KIDSTON	Registered	22 12 2019
Kuwait	108534	CATH KIDSTON	Registered	22 12 2019
Kuwait	108537	CATH KIDSTON	Registered	22 12 2019
Kuwait	108530	CATH KIDSTON (words)	Registered	22 12 2019
Kuwait	108531	CATH KIDSTON (word)	Registered	22 12 2019
Kuwait	108535	CATH KIDSTON (word)	Registered	22 12 2019
Kuwait	108536	CATH KIDSTON (word)	Registered	22 12 2019
Myanmar	7944/2011	CATH KIDS (stylised)	Registered	19 01 2015
Myanmar	7945/2011	CATH KIDSTON (stylised)	Registered	19 01 2015
Macau	N/060015	CATH KIDS	Registered	14.03 2019
Macau	N/060023	CATH KIDSTON	Registered	14.03 2019
Macau	N/060016	CATH KIDS	Registered	14 03 2019
Macau	N/060017	CATH KIDSTON	Registered	14 03 2019
Macau	N/060018	CATH KIDSTON	Registered	14 03 2019
Macau	N/060019	CATH KIDSTON	Registered	14 03 2019
Macau	N/060020	CATH KIDSTON	Registered	14 03 2019
Macau	N/060021	CATH KIDSTON	Registered	14 03 2019
Macau	N/060022	CATH KIDSTON	Registered	14 03 2019
Macau	N/060023	CATH KIDSTON	Registered	14 03 2019
Mexico	1286435	CATH KIDSTON	Pending	N/A

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
Mexico	1286433	CATH KIDSTON	Pending	N/A
Mexico	1286434	CATH KIDSTON	Pending	N/A
Mexico	1286432	CATH KIDSTON	Pending	N/A
Mexico	1286431	CATH KIDSTON	Pending	N/A
Mexico	1286430	CATH KIDSTON	Pending	N/A
Mexico	1286429	CATH KIDSTON	Pending	N/A
Mexico	1286428	CATH KIDSTON	Pending	N/A
Mexico	1286427	CATH KIDSTON	Pending	N/A
Mexico	1286423	CATH KIDSTON	Pending	N/A
Malaysia	2010014588	CATH KIDSTON	Pending	N/A
Malaysia	2012059972	CATH KIDSTON	Pending	12 01 2023
Malaysia	2010014589	CATH KIDSTON	Registered	09 08 2020
Malaysia	2012057943	CATH KIDS	Pending	N/A
Malaysia	2012057944	CATH KIDS	Pending	N/A
Malaysia	2012059967	CATH KIDSTON	Pending	N/A
Malaysia	2012059968	CATH KIDSTON	Pending	N/A
Malaysia	2012059969	CATH KIDSTON	Pending	N/A
Malaysia	2012059970	CATH KIDSTON	Pending	N/A
Malaysia	2012059971	CATH KIDSTON	Pending	N/A
New Zealand	817016	CATH KIDSTON	Registered	20 11 2019
New Zealand	675024-34	CATH KIDSTON (stylised colour)	Registered	07 03 2020
Philippines	04-2011-006939	CATH KIDSTON logo	Pending	N/A
Philippines	04-2011-006940	CATH KIDS logo	Registered	29 12 2021
Russian Federation	2004718995	CATH KIDSTON (word)	Registered	20 08 2014
Singapore	T04/18139Z	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18135G	Cath Kids (stylised) (series of two)	Registered	22 10 2014

REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
Singapore	T04/18136E	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18137C	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18138A	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/17914Z	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17917D	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/18126H	CATH KIDSTON	Registered	22 10 2014
Singapore	T04/17905J	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17922J	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17923I	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/18140C	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/17925E	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17927A	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17928Z	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17907G	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17910G	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17912C	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/17916F	CATH KIDSTON	Registered	21 10 2014
Singapore	T04/18141A	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18134I	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18142Z	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18143H	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18144F	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18145D	Cath Kids (stylised) (series of two)	Registered	22 10 2014
Singapore	T04/18146B	Cath Kids (stylised)	Registered	22 10 2014



REGISTERED DESIGNS				
Country	Number	Title	Status (Pending or Registered)	Renewal Date
		(series of two)		
Thailand	796497	CATH KIDS (stylised)	Pending	N/A
Thailand	796496	CATH KIDSTON (stylised)	Pending	N/A
Thailand	796498	CATH KIDS (stylised)	Registered	10 02 2021
Thailand	796489	CATH KIDSTON (stylised)	Pending	N/A
Thailand	796490	CATH KIDSTON (stylised)	Pending	N/A
Thailand	796491	CATH KIDSTON (stylised)	Pending	N/A
Thailand	796492	CATH KIDSTON (stylised)	Pending	N/A
Thailand	796493	CATH KIDSTON (stylised)	Registered	10 02 2021
Thailand	796494	CATH KIDSTON (stylised)	Registered	10 02 2021
Thailand	796495	CATH KIDSTON (stylised)	Pending	N/A
Turkey	2004/27275	CATH KIDSTON (word)	Registered	26 08 2014
Turkey	2004/27276	CATH KIDSTON (stylised)	Registered	26 08 2014
Taiwan	1215507	CATH KIDS (word)	Registered	15 06 2016
Taiwan	1215506	CATH KIDSTON (word)	Registered	15 06 2016
Taiwan	01538012	CATH KIDSTON (word)	Registered	15 09 2022
US	85041559	CATH KIDS	Pending	N/A
Vietnam	196906	CATH KIDS	Pending	N/A
Vietnam	190464	CATH KIDSTON	Registered	30 06 2021
WIPO	1023111	CATH KIDSTON	Registered	26 11 2019
WIPO	1048046	CATH KIDS (word)	Registered	14 05 2020
WIPO	1134707	CATH KIDSTON	Registered	08 10 2022

## SCHEDULE 9: DETAILS OF INSURANCES

Insured Company	Insurance Provider	Insurance Policy Name	Insurance Policy Number
Cath Kidston Mezzco Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH
Cath Kidston Acquisitions Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH
Cath Kidston Limited	Aspen Risk Management	ARM – Aspen Business Insurance (01/13)	UKA36LE130PH

## SIGNATORIES TO DEBENTURE

### The Parent

EXECUTED as a deed by CATH KIDSTON )  
MEZZCO LIMITED acting by )  
NEIL HARRINGTON in the presence of )

Director

Witness Signature

Full Name

Address

EMILY ASHE  
-----  
MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT  
-----

Occupation

-----  
TRAINEE SOLICITOR  
-----

### Notice Details

Address      2nd Floor, Frestonia  
                 125-135 Freston Road  
                 London  
                 W10 6TH

Email          info@cathkidston.co.uk & Neil.Harrington@cathkidston.co.uk

Attention      Neil Harrington, CFO

## Charging Companies

EXECUTED as a deed by CATH KIDSTON )  
MEZZCO LIMITED acting by )  
NEIL HARRINGTON in the presence of )

[Redacted Signature]

Director

Witness Signature

[Redacted Signature]

Full Name

Address

EMILY ADAMS  
MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 1LT

Occupation

TRAMBLE SOLICITOR

## Notice Details

Address 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

Email info@cathkidston.co.uk & Neil.Harrington@cathkidston.co.uk

Attention Neil Harrington, CFO

EXECUTED as a deed by CATH KIDSTON )  
ACQUISITIONS LIMITED acting by )  
NEIL HARRINGTON in the presence of )

[Redacted Signature]

Director

Witness Signature

[Redacted Signature]

Full Name

EMILY ASHE

Address

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 3LT

Occupation

TRAINEE SOLICITOR

#### Notice Details

Address 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

Email [info@cathkidston.co.uk](mailto:info@cathkidston.co.uk) & [Neil.Harrington@cathkidston.co.uk](mailto:Neil.Harrington@cathkidston.co.uk)

Attention Neil Harrington, CFO

EXECUTED as a deed by CATH KIDSTON )  
LIMITED acting by )  
NEIL HARRINGTON in the presence of )

Director

Witness Signature

Full Name

Address

Occupation

EMILY ASME

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON  
EC4A 3DT

TRAINEE SOLICITOR

#### Notice Details

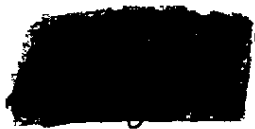
Address 2nd Floor, Frestonia  
125-135 Freston Road  
London  
W10 6TH

Email [info@cathkidston.co.uk](mailto:info@cathkidston.co.uk) & [Neil.Harrington@cathkidston.co.uk](mailto:Neil.Harrington@cathkidston.co.uk)

Attention Neil Harrington, CFO

**Security Agent**

Signed by J. Knight for and on behalf )  
of LLOYDS TSB BANK PLC )  
)



**Address:** Loans Agency  
10 Gresham Street  
London  
EC2V 7AE

**Facsimile No:** +44 (0)20 7158 3198

**Attention:** Joe Knight