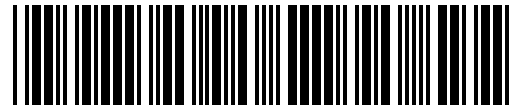




Registration of a Charge

Company Name: **CANADA GOOSE SERVICES LIMITED**

Company Number: **09601223**



XC3RGMEG

Received for filing in Electronic Format on the: **18/05/2023**

Details of Charge

Date of creation: **15/05/2023**

Charge code: **0960 1223 0006**

Persons entitled: **CANADIAN IMPERIAL BANK OF COMMERCE**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ZHI ONG OF JONES DAY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9601223

Charge code: 0960 1223 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2023 and created by CANADA GOOSE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2023 .

Given at Companies House, Cardiff on 23rd May 2023

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



Companies House



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

DATED 15 May **2023**

- (1) CANADA GOOSE INTERNATIONAL HOLDINGS LIMITED, CANADA GOOSE SERVICES LIMITED, CANADA GOOSE INTERNATIONAL AG, CANADA GOOSE UK RETAIL LIMITED and each SUBSIDIARY COMPANY

as Chargors

- (2) CANADIAN IMPERIAL BANK OF COMMERCE
as Security Agent

SUPPLEMENTAL DEBENTURE

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DATED

15 May 2023

PARTIES

CANADA GOOSE INTERNATIONAL HOLDINGS LIMITED registered in England and Wales with company number 09595478 ("**Holdco**"), **CANADA GOOSE SERVICES LIMITED** registered in England and Wales with company number 09601223 ("**Serviceco**"), **CANADA GOOSE INTERNATIONAL AG** a corporation (*Aktiengesellschaft*) incorporated and existing under the laws of Switzerland ("**Swissco**"), **CANADA GOOSE UK RETAIL LIMITED** registered in England and Wales with company number 10568936 ("**Retail**") and each Subsidiary that executes this Supplemental Debenture or that becomes a party hereto in accordance with Clause 34 (*Additional Companies*) of the Credit Agreement (each, a "**Subsidiary Chargor**" and together with Holdco, Serviceco, Swissco and Retail, the (each a "**Chargor**" and together the "**Chargors**"),

in favour of

- (1) **CANADIAN IMPERIAL BANK OF COMMERCE** as administrative agent, collateral agent and security trustee for the Secured Parties on the terms and conditions set out in the Credit Agreement, the Debenture and this Supplemental Debenture (the "**Security Agent**" which expression shall include any person for the time being appointed as Security Agent or trustee or as an additional Security Agent or trustee for the purpose of, and in accordance with, the Credit Agreement).

OPERATIVE PROVISIONS

1. RECITAL

This supplemental debenture (this "**Supplemental Debenture**") is supplemental to a debenture dated 24 February 2020 between the Chargors and the Security Agent (the "**Debenture**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless otherwise defined in this Supplemental Debenture, terms defined in the Debenture shall have the same meaning when used in this Supplemental Debenture.

In this Supplemental Debenture:

"**Charged Property**" means all the assets and undertaking of the Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Supplemental Debenture, excluding for the avoidance of doubt, any Excluded Property.

"**Credit Agreement**" means the amended and restated credit agreement originally dated 10 May 2019, as amended and restated on 26 May 2020 and as further amended and restated on or about the date of this Supplemental Debenture, made between, amongst others, Canadian Imperial Bank of Commerce, as administrative agent and collateral agent, the other financial institutions party thereto from time to time as lenders, Canada Goose Inc., as a borrower, Canada Goose International AG, as a borrower, and Canada Goose Holdings Inc. (as amended, varied, novated or supplemented from time to time).

"Secured Obligations" means all advances to, and debts, liabilities, obligations, covenants, and duties of, any Credit Party arising under any Credit Document or otherwise with respect to any Commitment, Loan or Letter of Credit or under any Secured Cash Management Agreement, Secured Hedge Agreement or Secured Bank Product Agreement (other than with respect to any Credit Party's obligations that constitute Excluded Swap Obligations solely with respect to such Credit Party), in each case, entered into with CGI Borrower or any of the Restricted Subsidiaries, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party or any Affiliate thereof of any proceeding under any Insolvency Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Secured Obligations of the Credit Parties under the Credit Documents (and any of their Subsidiaries to the extent they have obligations under the Credit Documents) include the obligation (including guarantee obligations) to pay principal, premium, interest, charges, expenses, fees, attorney costs, indemnities, and other amounts payable by any Credit Party under any Credit Document.

2.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Security Trustee*) of the Debenture will be deemed to be set out in full in this Supplemental Debenture, but as if references in those clauses to the "Debenture" and other similar expressions were references to this Supplemental Debenture.

2.3 Supplemental Debenture

- (A) Notwithstanding any other provision of this Supplemental Debenture, no breach or default shall arise under this Supplemental Debenture or any other Credit Document as a consequence of any purported mortgage, charge or assignment herein failing to take effect in accordance with its terms because, and to the extent that, the relevant right or asset has been mortgaged, charged or assigned under the Debenture so long as the Debenture remains in full force and effect.
- (B) Provided that a Chargor is in compliance with the terms of the Debenture (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing) then to the extent that the terms of this Supplemental Debenture impose the same or substantially the same obligation or requirement, that Chargor will be deemed to have complied with the relevant obligation or requirement herein by virtue of its compliance under the Debenture so long as the Debenture remains in full force and effect.

3. PAYMENT OF SECURED OBLIGATIONS

3.1 Covenant to Pay

Each Chargor agrees that it shall on demand of the Security Agent discharge and pay to the Security Agent as security trustee for the Secured Parties (when due and payable in accordance with the Credit Agreement and the other Credit Documents) the Secured Obligations.

3.2 Interest on Demands

Subject to the grace periods set forth in Article 12 (*Events of Default*) of the Credit Agreement, if any Chargor fails to pay any sum on the due date for payment of that sum the Companies shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by, and in accordance with, the provisions of Section 2.8 (*Interest*) of the Credit Agreement.

4. FIXED CHARGES, INSURANCE POLICIES AND FLOATING CHARGE

4.1 Fixed Charges

Subject to the Debenture, each Chargor charges with full title guarantee in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations, all of each Chargor's right, title and interest from time to time (both present and future) in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

(A) by way of first fixed charge:

- (1) the Tangible Moveable Property;
- (2) the Accounts;
- (3) the Intellectual Property;
- (4) any goodwill and rights in relation to the uncalled capital of such Chargor;
- (5) the Included Investments;
- (6) the Shares, all dividends, distributions, interest and other monies payable in respect of the Shares and all Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
- (7) any contract or agreement to which such Chargor is a party and all Related Rights; and
- (8) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture.

4.2 Insurance Policies

Subject to the Debenture, each Chargor grants and agrees to grant absolutely with full title guarantee to the Security Agent as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all such Chargor's right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights (subject to obtaining any necessary consent to that assignment from any third party).

4.3 Floating Charge

- (A) Subject to the Debenture, each Chargor with full title guarantee charges in favour of the Security Agent as security trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first floating charge all present and

future assets and undertaking of such Chargor excluding Trust Assets and the Existing Lease.

- (B) The floating charge created by paragraph (A) above shall be deferred in point of priority to all fixed security validly and effectively created by such Chargor under the Credit Documents in favour of the Security Agent as security trustee for the Secured Parties as security for the Secured Obligations.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 4.3 (*Floating Charge*).

5. PERFECTION OF SECURITY

5.1 Included Investments: Delivery of Documents of Title

To the extent not already deposited with the Security Agent or the Term Loan Administrative Agents, each Chargor shall as soon as reasonably practicable following the date of this Supplemental Debenture (or such later date as agreed to by the Security Agent in writing), and as soon as reasonably practicable and in any event within thirty (30) Business Days from the date of upon the acquisition by such Chargor of any interest in any Included Investment promptly deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Included Investments and any certificates and other documents of title representing the Investments to which such Chargor (or its nominee(s)) is or becomes entitled together with, in form and substance reasonably satisfactory to the Security Agent:

- (A) any document or thing which the Security Agent may reasonably request with a view to perfecting or improving its security over the Included Investments or to registering any Included Investment in its name or the name of any nominee(s);
- (B) a duly executed declaration of trust in respect of any Included Investment which is not held in the sole name of such Chargor;
- (C) any instrument(s) of transfer or assignment of any Included Investments specified by the Security Agent (executed in blank by or on behalf of such Chargor); and
- (D) in the case of any Included Investments held by or on behalf of a nominee of any settlement system of any exchange, duly executed stock notes or other documents in the name of the Security Agent (or its nominee(s) or agent(s)) representing or evidencing any benefit or entitlement to the Included Investments held in such settlement system and the Security Agent may from time to time have any of the Included Investments registered in its name or in the name of one or more nominees on its behalf.

5.2 Delivery of Share Certificates

Each Chargor shall (to the extent not already deposited with the Security Agent or Term Loan Administrative Agents):

- (A) within thirty (30) days of the date of this Supplemental Debenture (or such later date as the Security Agent may agree in writing) and, in the case of any Shares acquired by it or to which it becomes beneficially entitled (whether by subscription, purchase or otherwise) after the date of this Supplemental Debenture, as soon as reasonably practicable and in any event within sixty (60) days from the date of that acquisition or entitlement (or such later date as the Security Agent may agree in writing), deposit (or

procure there to be deposited) with the Security Agent all original certificates and other documents of title to the Shares owned by such Chargor, a copy of the updated register of members of such Chargor evidencing such Chargor's ownership of such Shares and share or stock transfer forms (executed in blank by or on behalf of such Chargor) in respect of the Shares; and

- (B) promptly upon the accrual, offer or issue of any Related Assets (in the form of stocks, shares, warrants or other securities) in which such Chargor has a beneficial interest, procure the delivery to the Security Agent of (1) all original certificates and other documents of title representing those Related Assets, (2) (in the case of Related Assets that are in the form of stocks or shares) updated register of members of such Chargor, evidencing such Chargor's ownership of such Related Assets and (3) such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of such Chargor) in respect of those Related Assets as the Security Agent may reasonably request.

6. NEGATIVE PLEDGE AND DISPOSALS

6.1 Negative Pledge

Each Company undertakes that it shall not, at any time during the subsistence of this Supplemental Debenture, grant, create or permit to subsist any security (including any fixed charges or floating charges capable of crystallising into fixed charges) over all or any part of the Charged Property other than Permitted Liens.

6.2 No Disposal of Interests

Each Company undertakes that it shall not at any time during the subsistence of this Supplemental Debenture, except to the extent not prohibited by the Credit Agreement or by this Clause 6:

- (A) assign or dispose of (or execute any conveyance, transfer, lease or assignment of, or other right to use or occupy) all or any part of the Charged Property;
- (B) create, grant or permit to exist (1) any legal or equitable estate or other interest in, or over, or otherwise relating to, or (2) any restriction on the ability to transfer or realise, all or any part of the Charged Property (other than Permitted Liens); or
- (C) assign or otherwise dispose of any interest in any Account.

7. INCORPORATION OF TERMS FROM DEBENTURE

The provisions of clause 4 (*Crystallisation of Floating Charge*), clause 5.1 (*Notices of Assignment*), clause 5.2 (*Notices of Charge*), clause 5.6 (*Registration of Intellectual Property*), clause 6 (*Further Assurance*), clause 8 (*Shares and Investments*) to clause 31 (*Perpetuity Period*) and clause 34 (*Additional Companies*) of the Debenture shall be deemed to be incorporated into this Supplemental Debenture with all necessary modifications as if they were set out in full in this Supplemental Debenture, but as if:

- (A) references in those clauses to "this Debenture" and other similar expressions were a reference to this Supplemental Debenture; and

- (B) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Supplemental Debenture.

8. THE DEBENTURE

- 8.1 The Debenture shall remain in full force and effect as supplemented by this Supplemental Debenture and shall continue to secure the Secured Obligations under the Credit Documents.
- 8.2 This Supplemental Debenture is in addition to and is not in any way prejudiced by any other security now or subsequently held by any of the Secured Parties (including the Debenture or any covenants and undertakings given by the Chargors in the Debenture) and the Security constituted by this Supplemental Debenture may be enforced against the Chargors without first having recourse to any other rights of the Security Agent or any of the other Secured Parties.
- 8.3 No prior security held by any of the Secured Parties (in its capacity as such or otherwise) over any assets charged under this Supplemental Debenture will merge into Security constituted by this Supplemental Debenture.

9. GOVERNING LAW

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

10. JURISDICTION

10.1 Submission to Jurisdiction; Waivers

Each party hereto irrevocably and unconditionally:

- (A) submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the England, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Supplemental Debenture, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Supplemental Debenture or in any other Credit Document shall affect any right that any party hereto or thereto may otherwise have to bring any action or proceeding relating to this Supplemental Debenture or any other Credit Document against any party hereto or thereto or its properties in the courts of any jurisdiction.
- (B) waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Supplemental Debenture in any court referred to in this Clause 10 (*Jurisdiction*). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court;
- (C) agrees that nothing herein shall affect the right of the Security Agent, any Lender or any of the other Secured Parties to effect service of process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any

Company or any other Credit Party in any other jurisdiction; and

- (D) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Clause 10 (*Jurisdiction*) any special, exemplary, punitive or consequential damages

11. SECURITY CONFIRMATION

- 11.1 Each of Holdco, Serviceco, Swissco and Retail (collectively, the "**Obligors**") confirms that the liabilities and obligations of the Credit Parties arising under the Credit Agreement shall form part of (but do not limit) the obligations secured by the debenture dated 4 July 2016 between the Obligors and the Security Agent (as amended, restated, supplemented, varied or otherwise modified from time to time, the "**Original Debenture**") and that the Original Debenture continues in full force and effect and shall extend to cover (without limitation) the obligations and liabilities of the Credit Parties under the Credit Agreement and the other Credit Documents.
- 11.2 Each of the Obligors confirms that the liabilities and obligations of the Credit Parties arising under the Credit Agreement shall form part of (but do not limit) the obligations secured by the Debenture and that the Debenture continues in full force and effect and shall extend to cover (without limitation) the obligations and liabilities of the Credit Parties under the Credit Agreement and the other Credit Documents.
- 11.3 Holdco confirms that the liabilities and obligations of the Credit Parties arising under the Credit Agreement shall form part of (but do not limit) the obligations secured by the share charge dated 16 March 2017 between Holdco and the Security Agent (as amended, restated, supplemented, varied or otherwise modified from time to time, the "**Original Share Charge**") and that the Original Share Charge continues in full force and effect and shall extend to cover (without limitation) the obligations and liabilities of the Credit Parties under the Credit Agreement and the other Credit Documents.
- 11.4 Swissco confirms that the liabilities and obligations of the Credit Parties arising under the Credit Agreement shall form part of (but do not limit) the obligations secured by the security accession deed dated 18 July 2016 between Swissco, Holdco, Serviceco and the Security Agent (as amended, restated, supplemented, varied or otherwise modified from time to time, the "**Original Swissco Accession**") and that the Original Swissco Accession continues in full force and effect and shall extend to cover (without limitation) the obligations and liabilities of the Credit Parties under the Credit Agreement and the other Credit Documents.
- 11.5 Retail confirms that the liabilities and obligations of the Credit Parties arising under the Credit Agreement shall form part of (but do not limit) the obligations secured by the security accession deed dated 16 March 2017 between Retail, Swissco, Holdco, Serviceco and the Security Agent (as amended, restated, supplemented, varied or otherwise modified from time to time, the "**Original Retail Accession**") and that the Original Retail Accession continues in full force and effect and shall extend to cover (without limitation) the obligations and liabilities of the Credit Parties under the Credit Agreement and the other Credit Documents.

12. ELECTRONIC SIGNATURES

- 12.1 The Parties agree that this Supplemental Debenture may be signed either by wet ink, manuscript signature or by electronic signature (whatever form the electronic signature takes) and that any such method of signature shall be treated as the relevant party's conclusive intention to be bound by this Supplemental Debenture.

THIS SUPPLEMENTAL DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by the Chargors and is delivered by it on the date specified above.

EXECUTION PAGES

The Chargors

Executed and delivered as a deed on behalf of)
CANADA GOOSE INTERNATIONAL HOLDINGS)
LIMITED acting by two directors:)



Director



Director

Address:

Attention:

Email:

Executed and delivered as a deed on behalf of)
CANADA GOOSE SERVICES LIMITED)
acting by two directors:)



Director



Director

Address:

Attention:

Email:

Executed and delivered as a deed on behalf of
CANADA GOOSE UK RETAIL LIMITED
acting by two directors:

)
)
)



.....
Director



.....
Director

Address:

Attention:

Email:

Executed and delivered as a deed on behalf of
CANADA GOOSE INTERNATIONAL AG
acting by an authorised signatory

)
)
)

.....
Authorised signatory

Address:

Attention:

Email:

Executed and delivered as a deed on behalf of
CANADA GOOSE UK RETAIL LIMITED
acting by two directors:

)
)
)

.....
Director

.....
Director

Address:

Attention:

Email:

Executed and delivered as a deed on behalf of
CANADA GOOSE INTERNATIONAL AG
acting by an authorised signatory

)
)
)

.....
Authorised signatory

Address:

Attention:

Email:

The Security Agent

Signed by)
CANADIAN IMPERIAL BANK OF COMMERCE)

By:



Name:

Anthony Tsuen

Title:

Authorized Signatory

By:



Name:

Sunny Guo

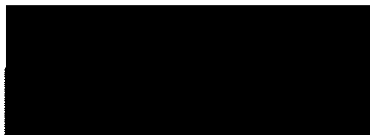
Title:

Authorized Signatory

Address: 199 Bay Street
4th Floor Commerce Court West
Toronto, Ontario
M5L 1A2
Canada

Attention: Geoff Golding

Facsimile:



Email:

with a copy to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario
M5V 3J7
Canada

Attention: Joel Scoler

Facsimile:



Email: