



Registration of a Charge

Company Name: **WILLOW INTERNATIONAL LTD**

Company Number: **11658379**



XB6CY4SY

Received for filing in Electronic Format on the: **17/06/2022**

Details of Charge

Date of creation: **06/06/2022**

Charge code: **1165 8379 0003**

Persons entitled: **KREOS CAPITAL VI (UK) LIMITED**

Brief description: **N/A**

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: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11658379

Charge code: 1165 8379 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2022 and created by WILLOW INTERNATIONAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2022 .

Given at Companies House, Cardiff on 20th June 2022

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



Companies House



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

Dated 6 June 2022

THE COMPANIES LISTED IN SCHEDULE 1

as the chargors

and

KREOS CAPITAL VI (UK) LIMITED

as the security agent

SUPPLEMENTAL DEBENTURE

Bird & Bird

**12 New Fetter Lane
London EC4A 1JP
Tel: 020 7415 6000
www.twobirds.com
Ref: STAP/KRECH.0053**

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THIS SUPPLEMENTAL DEBENTURE is dated 6 June 2022

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **KREOS CAPITAL VI (UK) LIMITED**, a company incorporated in England and Wales under registration number 11535385 whose registered office is at Amf Building, 25 Old Burlington Street, London W1S 3AN (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Loan Agreement (as defined below)).

BACKGROUND:

- (A) This Supplemental Debenture is supplemental to the debenture dated 1 February 2021 entered into by the Chargors as the chargors in favour of the Security Agent (the "**2021 Debenture**").
- (B) A restructuring of the Group has taken place, and as such under the terms of the Loan Agreement the Chargors are required to enter into this Supplemental Debenture.

AGREED PROVISIONS:

1. INTERPRETATION

- 1.1 In this Supplemental Debenture and its recitals, the following words and expressions shall, unless the context otherwise requires, bear the following meanings:

"Amazon Seller Bank Accounts" means each account with any bank or other financial institution of each Chargor which is linked to the Chargor's Amazon Seller Account, including but not limited to the accounts as set out in Schedule 5;

"ATV Global" has the meaning given to that term in Schedule 1;

"Group" has the meaning given to that expression in the Loan Agreement;

"Intellectual Property" means all legal and beneficial interests of the Chargors in present and future inventions, improvements, modifications, processes, formulae, know-how, confidential information, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks, trade names, service marks, designs, copyrights, rights in computer software, topographical or similar rights and any other intellectual property rights of every kind whether or not registered, together with all applications and rights to apply for registration, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Chargors, including without limitation the intellectual property specified in Schedule 3;

"Lender" means Kreos Capital VI (UK) Limited, a company incorporated in England and Wales under registration number 11535385 whose registered office is at Amf Building, 25 Old Burlington Street, London W1S 3AN;

"Loan Agreement" means the loan facility agreement between, amongst others, the Security Agent, the Lender and BACG Branded Asset Co GmbH as borrower 1 dated 30 December 2020, as acceded to by ATV Global by way of an accession deed dated 1 February 2021, as amended and restated on 2 June 2021 and as amended and restated on or about the date hereof and as may be amended, restated, supplemented or replaced from time to time in accordance with its terms;

"Secured Obligations" means all indebtedness, liabilities and obligations which are now or may at any time in the future be due, owing or incurred by the Group to the Secured Parties in any manner whatsoever, whether actual or contingent and whether owed jointly or severally (including, without limitation, under or in connection with the Loan Documents);

"Securities" has the meaning given in clause 4.1.2(h);

"Security Assets" means all property and assets from time to time charged or assigned (or expressed to be charged or assigned) by or pursuant to this Supplemental Debenture; and

"Supplemental Debenture" means this supplemental debenture including its recitals.

1.2 Unless otherwise defined in this Supplemental Debenture or the context otherwise requires, words or expressions defined in the 2021 Debenture shall have the same meaning when used in this Supplemental Debenture.

1.3 The provisions of clause 1.2 of the 2021 Debenture will be deemed to be set out in full in this Supplemental Debenture, but as if references in that clause to "this Debenture" and other similar expressions were references to this Supplemental Debenture.

2. COVENANT TO PAY

2.1 Each Chargor covenants (when the same shall be or become due) on demand to pay and discharge to the Secured Parties the Secured Obligations.

2.2 Any amount which is not paid under this Supplemental Debenture when due shall bear interest (both before and after judgment) payable on demand from the due date until the date on which that amount is unconditionally and irrevocably paid and discharged in full at the rate and in the manner specified in the Loan Agreement.

3. NATURE OF SECURITY

3.1 All mortgages, charges, assignments and other security made or created under this Supplemental Debenture are made or created:

3.1.1 in favour of the Security Agent;

3.1.2 over present and future assets of each Chargor;

3.1.3 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

3.1.4 as a continuing security for the payment or discharge of all Secured Obligations hereby covenanted to be paid or discharged by the Chargors.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by section 248 of and Schedule 16 to the Enterprise Act 2002) applies to any floating charge created by or pursuant to this Supplemental Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3.3 If the Security Agent, acting reasonably, considers that an amount paid by any Chargor in respect of the Secured Obligations is likely to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Debenture.

3.4 The Security Agent holds the benefit of this Supplemental Debenture and this Security Interest on trust for the Secured Parties.

3.5 Where this Supplemental Debenture purports to create a first ranking fixed Security Interest, that Security Interest will be subject to the prior ranking equivalent Security Interest created by the 2021 Debenture, until such time as the Security Interest created by the 2021 Debenture ceases to have effect.

4. **SECURITY**

4.1 Each Chargor charges and agrees to charge all the present and future right, title and interest of the Chargor in and to the following assets which are at any time owned by the Chargor or in which the Chargor from time to time has an interest:

4.1.1 by way of first legal mortgage all freehold, leasehold or other immovable property now vested in or charged to the Chargor, including the property listed in Schedule 2;

4.1.2 by way of first fixed charge:

(a) all other freehold, leasehold and other immovable property now or in the future belonging to the Chargor (and not charged by clause 4.1.1);

(b) all plant and machinery now or in the future belonging to the Chargor other than fixed plant and machinery charged under clauses 4.1.1 and 4.1.2(a);

(c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to all freehold, leased or other immovable property charged under this Supplemental Debenture;

(d) all IT Systems, computers, vehicles, office equipment and other equipment now or in the future belonging to the Chargor;

(e) all cash of the Chargor and all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person including but not limited to the Accounts, as those accounts may be renumbered or re-designated from time to time, together with all other rights and benefits accruing to or arising in connection with those accounts (including, but not limited to, entitlements to interest);

(f) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Security Asset, and all rights in connection with them;

(g) all Receivables;

(h) the shares listed in Schedule 4 and all other stocks, shares, loan capital, bonds and other securities now or in the future belonging to the Chargor (either legally or beneficially) and whether or not marketable, together with all dividends and all other rights deriving from them from time to time (the "**Securities**");

(i) the goodwill of the Chargor and its uncalled capital both present and future;

- (j) all Intellectual Property;
- (k) all rights attaching to the Chargor's Amazon Seller Accounts; and
- (l) to the extent the same are not validly and effectively assigned under clause 4.2, all policies and contracts of insurance issued or entered into for the benefit of or by the Chargor and all rights, claims and interests which the Chargor has from time to time in any such policy or contract.

4.2 Each Chargor assigns and agrees to assign absolutely to the Security Agent (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such consent has been granted)) and subject to a proviso for reassignment on redemption in accordance with the terms of the 2021 Debenture and this Supplemental Debenture, the benefit of all its right, title and interest to, in and under:

- 4.2.1 all present and future Receivables;
- 4.2.2 all present and future goodwill of the Chargor and its uncalled capital both present and future;
- 4.2.3 all present and future Intellectual Property;
- 4.2.4 all present and future policies and contracts of insurance issued or entered into for the benefit of or by the Chargor and all rights, claims and interests which the Chargor has from time to time in any such policy or contract;
- 4.2.5 the MTA; and
- 4.2.6 the Shareholders Agreement.

4.3 To the extent not validly and effectively charged by way of first mortgage pursuant to clause 4.1.1 or fixed charge pursuant to clause 4.1.2 or effectively assigned pursuant to clause 4.2, each Chargor by way of first floating charge (subject only to the floating charge created pursuant to the 2021 Debenture) charges the whole of the Chargor's undertaking and all its property and assets whatsoever and wheresoever present and future.

4.4

- 4.4.1 Except as provided in 4.4.2 below, the Security Agent may convert the floating charge, by notice in writing to the Chargers, into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice, if:
 - (a) an Event of Default is continuing;
 - (b) the Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (c) the relevant Chargor fails to comply, or takes action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph 5.1.1.

- 4.4.2 The floating charge created under this Supplemental Debenture may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium, under section 1A of the Insolvency Act 1986.
- 4.5 The floating charge created by clause 4.3 shall, unless otherwise agreed in writing by the Security Agent automatically, immediately and without notice be converted into a fixed charge over the relevant Security Assets in the event that: (i) any Chargor shall create or permit to subsist any Security Interest as described in clause 5.1.1 (other than Permitted Security Interests) or a trust in favour of another person on all or any part of the Security Assets; (ii) any third party levies any distress, attachment, execution or other legal process against all or any part of the Security Assets that are subject to the floating charge; (iii) any Chargor disposes or attempts to dispose of, all or any part of the Security Assets (other than Security Assets that are only subject to the floating charge while it remains uncrystallised); (iv) a receiver is appointed over all or any of the Security Assets that are subject to the floating charge; or (v) the Security Agent receives (from a person entitled to do so) notice of the appointment of, or a proposal or an intention to appoint, an administrator of any Chargor.
- 4.6 Any assets acquired by any Chargor after crystallisation of the floating charge created under this Supplemental Debenture, which, but for that crystallisation, would be subject to a floating charge under this Supplemental Debenture, shall (unless the Security Agent confirms otherwise to the Chargors in writing) be charged to the Security Agent by way of first fixed charge.
- 4.7 A reference in this Supplemental Debenture to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings and fixtures on the property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property and the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any monies paid or payable in respect of those covenants.
- 4.8 The security from time to time constituted by or pursuant to this Supplemental Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Security Agent may from time to time hold for or in respect of all or any part of the Secured Obligations hereby secured. No prior security held by the Security Agent over the whole or any part of the Security Assets shall merge in the security created hereby or pursuant to this Supplemental Debenture which will remain in full force and effect as a continuing security until discharged by the Security Agent.
- 4.9 The provisions of clauses 4.9 to 4.11 (inclusive) of the 2021 Debenture will be deemed to be set out in full in this Supplemental Debenture, but as if references in that clause to "this Debenture" and other similar expressions were references to this Supplemental Debenture.
- 5. RESTRICTIONS ON DEALING**
- 5.1 Other than as set out at clause 5.2, the Chargors shall not without the prior written consent of the Security Agent:
- 5.1.1 create or permit to subsist any Security Interest on or in relation to the Security Assets other than this Supplemental Debenture and Permitted Security Interests;

- 5.1.2 save in the normal course of trading at not less than market value sell, assign, transfer, lease, lend or otherwise dispose of in any manner (or purport to do so) the whole or any part of or any interest in the Security Assets (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, assignment, transfer, lease, loan or other disposal; or
 - 5.1.3 part with possession of any freehold or leasehold property (including the real property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Supplemental Debenture and being an agent of the Chargors and the Security Agent may grant or accept surrenders of leases without restriction.
- 5.2 Nothing in this Supplemental Debenture shall prevent the continuing existence or enforcement of Permitted Security Interests.

6. COVENANTS BY THE CHARGORS

- 6.1 ATV Global shall, together with any Borrower Compliance Certificate delivered to any Finance Party in accordance with the Loan Agreement, confirm that:
- 6.1.1 there have been no variations to the rights, terms or conditions attaching to the Amazon Seller Account which may be materially prejudicial to the interests of the Security Agent or which may materially conflict or derogate from the Loan Agreement;
 - 6.1.2 there have been no changes to, or closures of, the Amazon Seller Bank Accounts after the date of this Supplemental Debenture; and
 - 6.1.3 each Amazon Seller Account for each Chargor is in the name of the relevant Chargor and is linked to an Amazon Seller Bank Account of that Chargor which is subject to Security Interests in favour of the Security Agent.
- 6.2 Promptly after the date of this Supplemental Debenture each relevant Chargor will submit all documentation and carry out all acts necessary in order to (i) promptly register its ownership of the relevant Intellectual Property as detailed in Schedule 3 at the relevant Intellectual Property registries and (ii) promptly register its correct address details at the relevant Intellectual Property registries, and will provide the Security Agent with monthly updates of progress and confirmation once the ownership registration has completed. Upon the completion of such ownership registration the Security Agent will be entitled to carry out, at the cost of the Chargors, any applicable security registrations at the relevant Intellectual Property registries and each Chargor will promptly execute and sign all such deeds and documents and do all such things as the Security Agent may reasonably require for such purpose, provided that no such registration will be made where the cost of such registration (including but not limited to adverse effects on interest deductibility and stamp duty, notarisation and other fees) would be disproportionate to the benefit to accrue to the Secured Parties.

7. WARRANTIES AND REPRESENTATIONS

- 7.1 Each Chargor represents and warrants to the Security Agent (on behalf of the Finance Parties) on the date of this Supplemental Debenture and on each day that the Secured Obligations or any of them remain outstanding, with reference to the facts and circumstances then existing, that:

- 7.1.1 the Schedules to this Supplemental Debenture lists all the freehold and leasehold property and Intellectual Property beneficially owned by it as at the date of this Supplemental Debenture;
- 7.1.2 there are no proceedings, actions, or circumstances relating to any of the property referred to in clause 7.1.1 which materially and adversely affect that property's value or the Chargor's ability to use that property for the purposes for which it is currently used;
- 7.1.3 each Amazon Seller Account for each Chargor is in the name of the relevant Chargor and is linked to an Amazon Seller Bank Account of that Chargor which is subject to Security Interests in favour of the Security Agent;
- 7.1.4 the Chargor is the legal and beneficial owner of the Security Assets;
- 7.1.5 the Security Assets are free from any Security Interest other than Permitted Security Interests;
- 7.1.6 the Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Security Assets or any interest in them;
- 7.1.7 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Security Assets; and
- 7.1.8 there is no breach of any law or regulation that materially and adversely affects the Security Assets.

8. POWER OF ATTORNEY

By way of security, each Chargor irrevocably appoints the Security Agent, any Receiver and any person nominated by the Security Agent jointly and also severally to be the attorney of the Chargor with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Security Agent or any Receiver or any person nominated by the Security Agent may require or deem proper for any of the purposes of or which the Chargor ought to do under this Supplemental Debenture. Each Chargor agrees to ratify and confirm anything such attorney shall lawfully and properly do.

9. FURTHER ASSURANCE

- 9.1 Each Chargor shall at its own cost and whenever requested by the Security Agent immediately execute and sign all such deeds and documents and do all such things as the Security Agent may reasonably require from time to time over any property or assets specified by the Security Agent for the purpose of perfecting security to the Security Agent for the payment and discharge of the Secured Obligations secured by this Supplemental Debenture, including but not limited to:
 - 9.1.1 entry into such documentation as may be reasonably necessary for the granting, perfecting and/or registration of security to the Security Agent over any material

Intellectual Property in the jurisdiction in which such Intellectual Property is registered; and

- 9.1.2 entry into such documentation as may be reasonably necessary for the granting, perfecting and/or registration of security to the Security Agent of any Account in the jurisdiction in which such Account is located,

provided that in each case a key factor in determining the extent of perfection and the actions to be taken shall be the applicable cost (including but not limited to adverse effects on interest deductibility and stamp duty, notarisation and registration fees) which shall not be disproportionate to the benefit to the Secured Parties of such perfection.

- 9.2 In relation to real property charged by way of legal mortgage under this Supplemental Debenture situated in England and Wales, each Chargor 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 Supplemental Debenture) 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 [date] in favour of Kreos Capital VI (UK) Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory.”

- 9.3 Subject to the terms of the Loan Agreement, the Security Agent is under an obligation to make further advances (which obligation is deemed to be incorporated into this Supplemental Debenture) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this Supplemental Debenture 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 Supplemental Debenture) that there is an obligation to make further advances on the security of the registered charge.
- 9.4 In respect of any part of the Security Assets title to which is registered at Land Registry, it is certified that the security created by this Supplemental Debenture does not contravene any of the provisions of the memorandum or articles of association of any Chargor.

10. DESIGNATION

This Supplemental Debenture is designated as a Loan Document and a Security Document.

11. INCORPORATION OF TERMS FROM THE 2021 DEBENTURE

- 11.1 The provisions of clause 6.1 (Covenants by the Chargors), clause 6.6 (Covenants by the Chargors), clause 6.7 (Covenants by the Chargors), clause 8 (Enforcement) to clause 12 (Entry into possession and liability to perform) (inclusive), clause 14 (Appointment of an Administrator) to clause 17 (Prior Security Interests) (inclusive), clause 19 (Set off) to clause 24 (Miscellaneous) (inclusive), schedule 6 (Account bank/financial institution form of notice and acknowledgment) and schedule 7 (Contracts form of notice and acknowledgment) of the 2021 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 references in those clauses to "this Debenture" and other similar expressions were a reference to this Supplemental Debenture.

12. THE 2021 DEBENTURE

- 12.1 The 2021 Debenture shall remain in full force and effect as supplemented by this Supplemental Debenture.
- 12.2 To the extent that any title document, share certificate or related document thereto which is required to be delivered to the Security Agent or to a third party on the instructions of the Security Agent under this Supplemental Debenture has already been delivered to the Security Agent or the relevant third party pursuant to the terms of the 2021 Debenture, the Chargors shall not be required to deliver the same hereunder.

13. ACKNOWLEDGMENT BY THE SECURITY AGENT

- 13.1 The Security Agent acknowledges and confirms that the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under this Supplemental Debenture constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the 2021 Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Chargor under the 2021 Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Chargor under this Supplemental Debenture.

14. COUNTERPARTS

This Supplemental Debenture may be executed in any number of counterparts, each of which when executed and delivered is an original, but all counterparts together constitute the same document.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Supplemental Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.2 The parties to this Supplemental Debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Supplemental Debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Agent to take proceedings against any Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.
- 15.3 Each Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Supplemental Debenture relating to service of notices. Nothing contained in this Supplemental Debenture shall affect the right to serve process in any other manner permitted by law.

EXECUTED as a deed and is delivered and takes effect on the date stated above.

**Schedule 1
Chargors**

Name	Registered in England and Wales with company number	Registered address
ATV Global Limited (formerly known as ATV TopCo Limited) ("ATV Global")	13099823	The Old Chapel, Union Way, Witney, United Kingdom, OX28 6HD
AT Global Holdings Limited	12086429	The Old Chapel, Union Way, Witney, England, OX28 6HD
Home Native Holdings Ltd	11705471	The Old Chapel, Union Way, Witney, England, OX28 6HD
Home Native Ltd	09390364	The Old Chapel, Union Way, Witney, England, OX28 6HD
Cani Investments Ltd	11273144	The Old Chapel, Union Way, Witney, England, OX28 6HD
Buckthorn Online Limited	12724672	The Old Chapel, Union Way, Witney, England, OX28 6HD
Yellapro Limited	10295387	The Old Chapel, Union Way, Witney, England, OX28 6HD
Willow International Ltd	11658379	The Old Chapel, Union Way, Witney, England, OX28 6HD
Saxon Online Ltd	13235116	The Old Chapel, Union Way, Witney, England, OX28 6HD
Elm E-Commerce Ltd	13271606	The Old Chapel, Union Way, Witney, England, OX28 6HD

Name	Registered in England and Wales with company number	Registered address
Globali Online Ltd	13225337	The Old Chapel, Union Way, Witney, England, OX28 6HD
Ewarrior Global Ltd	13235302	The Old Chapel, Union Way, Witney, England, OX28 6HD
Clean Nutrition Ltd	13334797	The Old Chapel, Union Way, Witney, England, OX28 6HD
La Torre Global Ltd	13366361	The Old Chapel, Union Way, Witney, England, OX28 6HD
Fullstar UK Ltd	13366350	The Old Chapel, Union Way, Witney, England, OX28 6HD
Sierra Global Ltd	13225475	The Old Chapel, Union Way, Witney, England, OX28 6HD
EUacquico 1 Limited	13163548	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX
EUacquico 2 Limited	13163567	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX
EUacquico 3 Limited	13398895	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX
EUacquico 4 Limited	13414559	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX

Name	Registered in England and Wales with company number	Registered address
EUacquico 5 Limited	13414605	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX
EUacquico 6 Limited	13414619	Monomark House, 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX

Schedule 2
Freehold and Leasehold Property

None at the date of this Supplemental Debenture

Schedule 3
Registered Intellectual Property

TRADEMARKS

Mark	Chargor	Country	Application/ Registration Dates	Application/ Registration Numbers	Local Classes
	EUAcquiCo 1 Limited	EU	Nov. 28, 2018 / Sep. 13, 2019	017993412	Int., 09
	EUAcquiCo 1 Limited	EU	May 19, 2019 / May 5, 2021	018069249	Int., 09
	EUAcquiCo 1 Limited	UK	Nov. 28, 2018 / Sep. 13, 2019	917993412	Int., 09
CHIROGUN	AT Global Holdings Limited	UK	Mar. 5, 2021 / Jul. 9, 2021	3605505	Int., 10
CHIROGUN	AT Global Holdings Limited	EU	Mar. 5, 2021 / Aug. 11, 2021	018418038	Int., 10
FITPULSE	AT Global Holdings Limited	UK	Mar. 5, 2021 / Jul. 9, 2021	3605503	Int., 10
FITPULSE	AT Global Holdings Limited	EU	Mar. 5, 2021 / Aug. 11, 2021	018418034	Int., 10
	Buckthorn Online Limited	US	Mar. 11, 2021 / Dec. 28, 2021	90573683 / 6603030	Int., 06
BETTER HEALTH BETTER LIFE	Clean Nutrition Ltd	US	Oct. 5, 2021	97060519	Int., 05

 VYTALIFE	Clean Nutrition Ltd	Benelux	Jun. 14, 2021	1444905	Int., 05
VYTALIFE	Clean Nutrition Ltd	US	Oct. 5, 2021	97060476	Int., 05
 LUCENTEE	Globali Online Ltd	US	Oct. 15, 2014 / Mar. 29, 2016	86424980 / 4928414	Int., 21
 HOMENATIVE	Home Native Ltd	US	Feb. 25, 2015 / Oct. 4, 2016	86545678 / 5055393	Int., 21
PREP NATURALS	Home Native Ltd	US	Oct. 2, 2016 / Apr. 30, 2019	87190609 / 5740200	Int., 21, 08
ORCA	LA Torre Global Ltd.	US	Sep. 16, 2021	97031451	Int., 03
ORCA	LA Torre Global Ltd.	China	Mar. 15, 2022	63290368	Int., 03
ALBOR	Willow International Ltd	US	Nov. 14, 2019 / Jun. 09, 2020	88692495 / 6074937	Int., 20
ALBOR	Willow International Ltd	US	Feb. 7, 2020	88789773	Int., 21
 AQUASEAL	Willow International Ltd	US	Mar. 11, 2021 / Dec. 28, 2021	90573766 / 6603031	Int., 17
 CHIROGUN	Willow International Ltd	US	Oct. 02, 2020 / Apr. 27, 2021	90232362 / 6335145	Int. 10
BAMPURE	Yellapro Limited	US	Nov. 14, 2019 / Apr. 28, 2020	88692472 / 6042703	Int., 24

DR. CRAFTY	Yellapro Limited	US	Nov. 14, 2019 / Apr. 28, 2020	88692444 / 6042702	Int., 01
DREAMCARE	Yellapro Limited	US	Sept. 01, 2020 / Apr. 27, 2021	90152068 / 6334334	Int. 24
FITPULS <small>®</small> <small>®</small> <small>®</small>	Yellapro Limited	US	Apr. 9, 2020 / Aug. 18, 2020	88866321 / 6130468	Int., 10
HOME HERO	Yellapro Limited	US	Dec. 07, 2016 / Aug. 08, 2017	87260152 / 5259797	Int., 08, 21
	Yellapro Limited	US	Nov. 14, 2019 / Nov. 30, 2021	88692551 / 6571730	Int., 24

DOMAIN NAMES

Domain Name	Chargor
ALBOR	AT Global Holdings Limited
alpha-shopping	AT Global Holdings Limited
assentra	AT Global Holdings Limited
assentraholdings	AT Global Holdings Limited
at-global	AT Global Holdings Limited
at-globalinvestments	AT Global Holdings Limited
atg-investments	AT Global Holdings Limited

Bampure	AT Global Holdings Limited
buckthorn-online	AT Global Holdings Limited
cani-limited	AT Global Holdings Limited
chirogun	AT Global Holdings Limited
damove	AT Global Holdings Limited
DrCrafty	AT Global Holdings Limited
DreamCare	AT Global Holdings Limited
FITPULSE	AT Global Holdings Limited
flexvibe	AT Global Holdings Limited
freeprepnaturals	AT Global Holdings Limited
lumacare	AT Global Holdings Limited
massuzi	AT Global Holdings Limited
nutrichef	AT Global Holdings Limited
prepnaturals	AT Global Holdings Limited
fitpulsestore	AT Global Holdings Limited
mychirogun	AT Global Holdings Limited
yellapro	Yellapro Limited
thhomeykitchen	Yellapro Limited
HomeHero	Yellapro Limited

homeherokitchen	Yellapro Limited
hometoliving	Home Native Ltd
homenative	Home Native Ltd
willow-shopping	Willow International Limited
willow-international	Willow International Limited

**Schedule 4
Shares**

Name of Chargor	Number and type of shares held	Share certificate number
ATV Global Limited	10,001,250 Ordinary Shares of £0.0001 each in AT Global Holdings Limited	23
AT Global Holdings Limited	56 Ordinary Shares of £1 each in Home Native Holdings Ltd	1
AT Global Holdings Limited	100 Ordinary Shares of £1 each in Cani Investments Ltd	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Buckthorn Online Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.10 each in Yellapro Limited	1
AT Global Holdings Limited	1 Ordinary Share of £1 in Willow International Ltd	1
Home Native Holdings Ltd	106 Ordinary Shares of £0.01 each in Home Native Ltd	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Saxon Online Limited	1

Name of Chargor	Number and type of shares held	Share certificate number
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Elm E-Commerce Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Globali Online Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Ewarrior Global Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Clean Nutrition Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in La Torre Global Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Fullstar UK Limited	1
AT Global Holdings Limited	100 Ordinary Shares of £0.01 each in Sierra Global Ltd	1

Schedule 5
Amazon Seller Bank Accounts

Chargor	Account Number	Sort Code	Account Bank	Location of Account
EUAcquiCo 1 Limited			Barclays	UK
EUAcquiCo 1 Limited			Citibank	UK
Buckthorn Online Limited			JPMorgan	US
Cani Investments Ltd			JPMorgan	US
Clean Nutrition Ltd			JPMorgan	US
ELM E-Commerce Ltd			JPMorgan	US
Ewarrior Global Ltd			JPMorgan	US
Globali Online Ltd			JPMorgan	US
Home Native Ltd			JPMorgan	UK
Home Native Ltd			JPMorgan	US
La Torre Global Ltd			JPMorgan	US
Saxon Online Ltd			JPMorgan	US

Sierra Global Ltd			JPMorgan	US
Willow International Ltd			JPMorgan	US
Yellapro Limited			JPMorgan	UK
Yellapro Limited			JPMorgan	US
Home Native Ltd			JPMorgan	Luxembourg
Yellapro Limited			JPMorgan	Luxembourg

SIGNATURES

CHARGORS

EXECUTED and DELIVERED as a DEED)
on behalf of **ATV GLOBAL LIMITED** acting)
by two directors)
)
)
)
)
)
)
)
)

DocuSigned by:
Victor Mendoza
8C53F6713B9B45F...
(signature of director)

DocuSigned by:
Ashley Thompson
7D7235F98DFA40D...
(signature of director)

EXECUTED and DELIVERED as a DEED on)
behalf of **AT GLOBAL HOLDINGS LIMITED**)
acting by:)
)
)
)
)
)
)
)
)

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

DocuSigned by:
Shane Anderson
65882978391248E...

I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Shane Anderson

Address of witness:

Tallin, Estonia

Occupation of witness:

Director

DocuSigned by:
Ashley Thompson
7D7235F98DFA40D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **HOME NATIVE HOLDINGS LTD**
acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Shane Anderson

Address of witness:

Tallin, Estonia

Occupation of witness:

Director

DocuSigned by:
Ashley Thompson
7D7235F95DFA4CD...

(signature of director)

DocuSigned by:
Ashley Thompson
65682978391248E...

EXECUTED and DELIVERED as a DEED on
behalf of **HOME NATIVE LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

I confirm that I was
physically present when the
director signed this deed

Name of witness:

Shane Anderson

Address of witness:

Tallin, Estonia

Occupation of witness:

Director

DocuSigned by:
Ashley Thompson
7D7235F95DFA4CD...

(signature of director)

DocuSigned by:
Ashley Thompson
65682978391248E...

EXECUTED and DELIVERED as a DEED on
behalf of **CANI INVESTMENTS LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

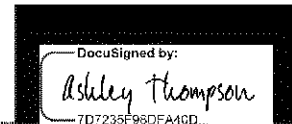
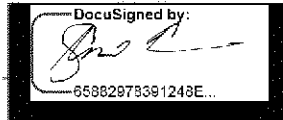
Signature of witness:

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**



(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **BUCKTHORN ONLINE LIMITED**
acting by:

Ashley Thompson

(print name of director) in the presence of:

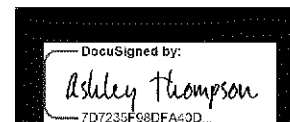
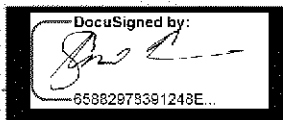
Signature of witness:

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**



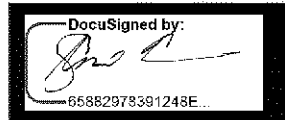
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **YELLAPRO LIMITED** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

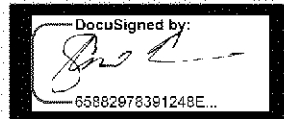
DocuSigned by:
Ashley Thompson
7D7235F98DFA43D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **WILLOW INTERNATIONAL LTD**
acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

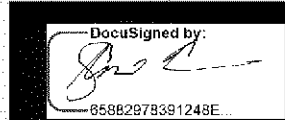
DocuSigned by:
Ashley Thompson
7D7235F98DFA43D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **SAXON ONLINE LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

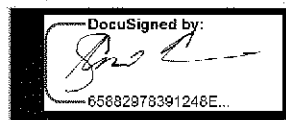
DocuSigned by:
Ashley Thompson
7D7235F98DFA4CD...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **ELM E-COMMERCE LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

DocuSigned by:
Ashley Thompson
7D7235F98DFA4CD...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **GLOBALI ONLINE LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

DocuSigned by:

65882978391248E...

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

DocuSigned by:

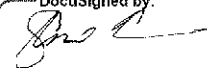
7D7235F98DFA40D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EWARRIOR GLOBAL LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

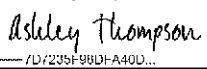
DocuSigned by:

65882978391248E...

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

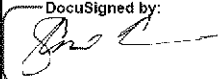
DocuSigned by:

7D7235F98DFA40D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **CLEAN NUTRITION LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

DocuSigned by:

65882978391248E...

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

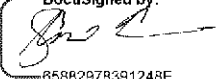
DocuSigned by:
Ashley Thompson
7D7235F98D1-A40D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **LA TORRE GLOBAL LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

DocuSigned by:

65882978391248E...

I confirm that I was
physically present when
the director signed this
deed

Name of witness: **Shane Anderson**

Address of witness: **Tallin, Estonia**

Occupation of witness: **Director**

DocuSigned by:
Ashley Thompson
7D7235F98DFA10D...
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **FULLSTAR UK LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Shane Anderson

Address of witness:

Tallin, Estonia

Occupation of witness:

Director

DocuSigned by:
Ashley Thompson
/D/235F98DFA40D...

(signature of director)

DocuSigned by:
Shane Anderson
65882978391248E...

EXECUTED and DELIVERED as a DEED on
behalf of **SIERRA GLOBAL LTD** acting by:

Ashley Thompson

(print name of director) in the presence of:

Signature of witness:

I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Shane Anderson

Address of witness:

Tallin, Estonia

Occupation of witness:

Director

DocuSigned by:
Ashley Thompson
7D7235F98DFA40D...

(signature of director)

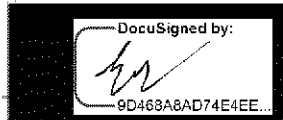
DocuSigned by:
Shane Anderson
65882978391248E...

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 1 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

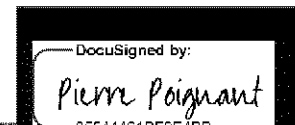
Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director



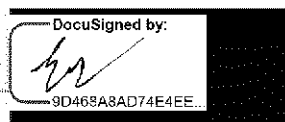
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 2 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

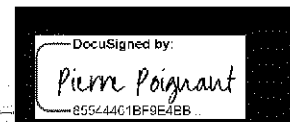
Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director



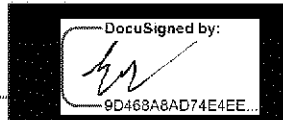
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 3 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director

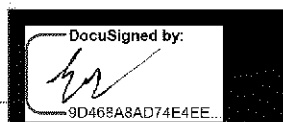
DocuSigned by:
Pierre Poignant
85544461BF9E1BE
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 4 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director

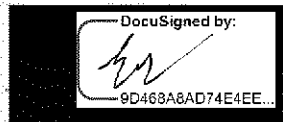
DocuSigned by:
Pierre Poignant
85544461BF9E1BB
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 5 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director

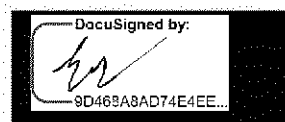
DocuSigned by:
Pierre Poignant
85544461BF954BE
(signature of director)

EXECUTED and DELIVERED as a DEED on
behalf of **EUACQUICO 6 LIMITED** acting by:

Pierre Poignant

(print name of director) in the presence of:

Signature of witness:



I confirm that I was
physically present when
the director signed this
deed

Name of witness:

Ee-Leen Tan

Address of witness:

95 rue de rennes
75006 Paris

Occupation of witness:

Director

DocuSigned by:
Pierre Poignant
85544461BF954BE
(signature of director)

SECURITY AGENT

EXECUTED and **DELIVERED** as a **DEED**)
on behalf of **KREOS CAPITAL VI (UK)**)
LIMITED acting by two directors)
)
)
)
)
)
)
)
)
)

DocuSigned by:
Ron Chign
99/8AF-BE3/CD4F0...
.....
(signature of director)

DocuSigned by:
Sean Dunne
40/5AB4BA90E40E...
.....
(signature of director)