



**Registration of a Charge**

Company name: **ADENA BRANDS LTD**

Company number: **12545293**



X9C6NBU3

Received for Electronic Filing: **25/08/2020**

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**Details of Charge**

Date of creation: **20/08/2020**

Charge code: **1254 5293 0001**

Persons entitled: **ADENA ESTATE INC**

Brief description: **FIXED CHARGE OVER ALL REAL PROPERTY (AS DEFINED IN THE INSTRUMENT) WHICH IT HAS OR MAY SUBSEQUENTLY ACQUIRE; FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY (AS DEFINED IN THE INSTRUMENT). FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **BRYAN CAVE LEIGHTON PAISNER LLP**



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

Company number: 12545293

Charge code: 1254 5293 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2020 and created by ADENA BRANDS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2020 .

Given at Companies House, Cardiff on 26th August 2020

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 20 AUGUST 2020

**The companies listed in Schedule 1 ( *The Original Chargors* )**  
as Original Chargors

**Adena Estate Inc**  
as Lender

**Debenture**



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**DATED** 20 AUGUST 2020

**PARTIES**

- (1) **The companies listed in Schedule 1 (*The Original Chargors*)** (each an "**Original Chargor**" and together the "**Original Chargors**"); and
- (1) **Adena Estate Inc** a company registered under the laws of the British Virgin Islands with registered number 1510575 and registered office at Craigmuir Chambers, PO Box 71, Road Town, Tortola, VG1110, British Virgin Islands (the "**Lender**").

**BACKGROUND**

- (A) The Lender has agreed to make credit facilities available on the terms of the Facility Agreement.
- (B) The Chargors have agreed to provide Security to the Lender to secure the payment and discharge of the Secured Obligations.

**THIS DEED WITNESSES** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Debenture, unless a contrary indication appears, words and expressions defined in the Facility Agreement have the same meaning and interpretation in this Debenture and:

**"Account"** means any account opened or maintained at any time by a Chargor with the Lender (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights.

**"Account Receivables"** means

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor;
- (b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets); and
- (c) all other outstanding amounts a Chargor has a right to receive including, but not limited to, all outstanding invoices owing to that Chargor.

**"Additional Chargor"** means a company which becomes an Additional Chargor in accordance with Clause 24 (*Additional Chargors*).

**"Charged Property"** means all the assets and undertakings of the Chargors which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under this Debenture.

**"Chargor"** means an Original Chargor and any Additional Chargor.

**"Collateral Rights"** means all rights, powers and remedies of the Lender provided under this Debenture or by law.

**"Equipment"** means:

- (a) the equipment detailed in Schedule 4 (*Equipment*); and
- (b) all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by a Chargor (excluding any for the time being forming part of the relevant Chargor's stock in trade or work in progress),

in each case, and all Related Rights.

**"Facility Agreement"** means the facility agreement dated on or around the date of this Debenture between (among others) the Original Chargors and the Lender, as amended, varied, novated or supplemented from time to time.

**"Insurance Policy"** means:

- (a) the policies of insurance detailed in Schedule 7 (*Insurance*); and
- (b) any other policy of insurance (including life insurance or assurance) in which a Chargor may from time to time have an interest,

in each case, and all Related Rights.

**"Intellectual Property"** means:

- (a) the intellectual property detailed in Schedule 5 (*Intellectual Property*); and
- (b) any intellectual property covered and/or caught by the definition of "Intellectual Property" in the Facility Agreement,

in each case, and the Related Rights.

**"LPA"** means the Law of Property Act 1925.

**"LRA"** means the Land Registration Act 2002.

**"Miscellaneous Provisions Act"** means the Law of Property (Miscellaneous Provisions) Act 1994.

**"Party"** means a party to this Debenture.

**"Real Property"** means:

- (a) the real property detailed in Schedule 2 (*Real Property*);
- (a) any freehold, leasehold or immovable property; and



- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary or clearing system).

**"Secured Obligations"** means all obligations at any time due, owing or incurred by the Chargors to any Secured Party, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) under the Finance Documents.

**"Security Accession Deed"** means an accession deed substantially in the form set out in Schedule 12 (*Form of Security Accession Deed*).

**"Security Period"** means the period starting on the date of this Debenture and ending on the date when the Lender is satisfied that:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
- (b) the Chargors have no liability, actual or contingent, to any Secured Party under any Finance Document;
- (c) no Secured Party has any liability, actual or contingent under any Finance Document; and
- (d) no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors or any other person under any Finance Document.

**"Shares"** means:

- (a) the shares detailed in Schedule 3 (*Shares*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by a Chargor from time to time,

in each case, together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or

derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

**"Specific Contract"** means:

- (a) the contracts detailed in Schedule 8 (*Specific Contracts*); and
- (b) any other contract designated as such by the Lender after the date of this Debenture,

in each case, and all Related Rights.

**"Third Party Account"** means:

- (a) the accounts of the Chargors specified in Schedule 6 (*Third Party Accounts*); and
- (b) any other account opened or maintained at any time by a Chargor with any person other than the Lender,

and, in each case:

- (i) any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account;
- (ii) the debt or debts represented by that account; and
- (iii) all Related Rights.

## 1.2 **Construction**

1.2.1 Unless a contrary intention appears, in this Debenture:

- (a) the rules of interpretation contained in Clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facility Agreement shall apply to the interpretation of this Debenture in so far as they are relevant to it;
- (b) any reference to a "**Chargor**" or a "**Secured Party**" shall be construed so as to include its (and any subsequent) successors in title, permitted assigns and permitted transferees;
- (c) any reference to "**this Debenture**" is a reference to this Debenture as amended, novated, supplemented, extended, restated or replaced from time to time;
- (d) any reference to any "**Secured Party**" (except for the references in Clause 18 (*Power of attorney*)) includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

## 1.3 **Third party rights**

1.3.1 Each Secured Party and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

- 1.3.2 Notwithstanding any term of any Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all of any of their respective rights or obligations under this Debenture without the consent any person who is not a Party.

1.4 **Effect as a deed**

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 **Disposition of property**

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated into each Finance Document (including this Debenture) to the extent required for any purported disposition of the Real Property contained in any Finance Document (including this Debenture) to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 **COVENANT TO PAY**

Each Chargor covenants with the Lender that it shall on demand pay and discharge the Secured Obligations when due (provided that neither this covenant nor the Security constituted by this Debenture shall extend to or include any liability or sum which would, but for this provision, cause this covenant or Security to be unlawful or prohibited by any applicable law).

3 **NATURE OF SECURITY**

The Security created under this Debenture is created:

- (a) in favour of the Lender;
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations; and
- (c) with full title guarantee (except that the covenant set out in section 3(1) of the Miscellaneous Provisions Act shall extend to all charges, encumbrances and rights, even if that Chargor does not know and could not reasonably be expected to know about them).

4 **MORTGAGES AND CHARGES**

4.1 **Real Property**

Each Chargor charges:

- (a) by way of first legal mortgage all Real Property described in Schedule 2 (*Real Property*); and
- (b) by way of first fixed charge, except to the extent mortgaged under Clause 4.1(a), all other Real Property which it has at the date of this Debenture or may subsequently acquire.

#### 4.2 **Shares**

Each Chargor charges by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system.

#### 4.3 **Equipment**

Each Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 (*Real Property*).

#### 4.4 **Accounts**

4.4.1 Each Chargor charges by way of first fixed charge the Accounts.

4.4.2 Regardless of the terms on which the moneys are credited to any Account held with the Lender, no amount standing to the credit of that Account will be or accrue due or payable to the a Chargor until:

- (a) the Secured Obligations have been paid and discharged in full; and
- (b) the Lender is under no obligation to make banking or other facilities available to the relevant Chargor,

and until that time no Chargor shall request, demand or claim to be entitled to withdraw any amount from that account except (without prejudice to the Lender's rights under this Debenture) as the Lender may in its absolute discretion from time to time permit.

#### 4.5 **Intellectual Property**

Each Chargor charges by way of first fixed charge all Intellectual Property.

#### 4.6 **Goodwill**

Each Chargor charges by way of first fixed charge its goodwill.

#### 4.7 **Uncalled capital**

Each Chargor charges by way of first fixed charge all rights in relation to its uncalled capital.

#### 4.8 **Authorisations**

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held in relation to any Charged Property.

### 5 **ASSIGNMENTS**

#### 5.1 **Insurances**

Each Chargor assigns absolutely all its rights and interests under all Insurance Policies.

#### 5.2 **Third Party Accounts**

Each Chargor assigns absolutely all rights and interests under the Third Party Accounts.

### 5.3 **Specific Contracts**

Each Chargor assigns absolutely all its rights and interests under the Specific Contracts.

## 6 **FLOATING CHARGE**

6.1 Each Chargor charges by way of first floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under this Debenture.

6.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture and the Lender may appoint an administrator of the Chargors or any of them under that paragraph.

## 7 **TRUST**

If, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the relevant Chargor(s) shall hold it on trust for the Lender.

## 8 **CRYSTALLISATION OF FLOATING CHARGE**

### 8.1 **Crystallisation by notice**

The Lender may at any time by notice in writing to the Chargors convert the floating charge created by Clause 6 (***Floating charge***) with immediate effect into a fixed charge as regards any Charged Property specified in the notice if:

- (a) an Event of Default is continuing;
- (b) the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process; or
- (c) the Lender considers that it is necessary or desirable to do so in order to protect the priority of the Security intended to be conferred by this Debenture.

### 8.2 **Automatic crystallisation**

Notwithstanding Clause 8.1 (***Crystallisation by notice***) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 6 (***Floating charge***) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) a Chargor creates or attempts to create any Security (other than Permitted Security) over any Charged Property;
- (b) any person seizes, attaches, charges, takes possession of or sells any Charged Property under any form of distress, sequestration, execution or other process, or attempts to do so;
- (c) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in

respect of a Chargor over all or any part of its assets, or if such person is appointed;

- (d) any other floating charge over any of the Charged Property crystallises; or
- (e) in any other circumstances prescribed by law.

### 8.3 **Limitation**

Clause 8.1 (*Crystallisation by notice*) and Clause 8.2 (*Automatic crystallisation*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

## 9 **REPRESENTATIONS AND WARRANTIES**

Each Chargor makes the following representations and warranties to the Lender (for its own benefit and as trustee for the benefit of the other Secured Parties) on the date of this Debenture and on each day during the Security Period:

- (a) it has not sold or disposed of, or created, granted or permitted to subsist any Security over, all or any of its right, title and interest in the Charged Property;
- (b) each Specific Contract is in full force and effect and enforceable in accordance with its terms and it is not in breach of any term or condition of any Specific Contract; and
- (c) the constitutional documents of the companies in respect of which the Shares are issued do not and could not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) the transfer of the Shares in relation to the enforcement of the Security created under this Debenture.

## 10 **UNDERTAKINGS**

### 10.1 **Notices**

10.1.1 Each Chargor shall deliver executed notices of assignment to the relevant third party:

- (a) in the form set out in Part 1 of Schedule 9 (*Notice and acknowledgement of assignment - Third Party Accounts*) on the earlier of (i) the occurrence of an Event of Default or (ii) the request of the Lender in respect of those Third Party Accounts existing as at that occurrence or request and promptly on opening a Third Party Account after such occurrence or request;
- (b) in the form set out in Part 1 of Schedule 10 (*Notice and acknowledgement of assignment - Insurance Policies*) on the earlier of (i) the occurrence of an Event of Default or (ii) the request of the Lender in respect of those Insurances Policies existing as at that occurrence or request and promptly on gaining an interest in an Insurance Policy after such occurrence or request; and
- (c) in the form set out in Part 1 of Schedule 11 (*Notice and acknowledgement of assignment - Specific Contracts*) on the earlier of (i) the occurrence of

an Event of Default or (ii) the request of the Lender in respect of those Specific Accounts existing as at that occurrence or request and promptly on entering into a Specific Contract after such occurrence or request.

10.1.2 In each case the relevant Chargor shall use all reasonable endeavours to procure that the party to whom the notice is addressed completes and returns to the Lender an acknowledgement in the form of Part 2 of the relevant Schedule.

10.1.3 Any notice required in accordance with Clause 10.1 (***Notices***) to be given to any person which is also a Chargor and any undertaking required in accordance with Clause 10.1 (***Notices***) to be given to the Lender by any person which is also a Chargor need not actually to be given, but this Debenture and the Schedules and the execution of this Debenture by the relevant Chargor shall be deemed to constitute such notice or such undertaking (as the case may be) with respect to the relevant Charged Property.

## 10.2 **Negative pledge**

Each Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than Permitted Security.

## 10.3 **Disposals**

Each Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property other than as permitted under the Facility Agreement.

## 10.4 **Alternative Assignments**

10.4.1 To the extent that any such right, title and interest described in Clause 5 (***Assignments***) is not assignable or capable of assignment, such assignment purported to be effected by Clause 5 (***Assignments***) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Charged Property or be awarded or entitled to in respect of such Charged Property as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Lender.

10.4.2 Subject to the provisions of the Finance Documents, prior to an Event of Default which is continuing, the Lender shall permit the relevant Chargor to exercise all rights under any Charged Property assigned under Clause 5 (***Assignments***) to which it is a party and to continue to deal with the counterparties to each of them.

10.4.3 The Chargors shall send copies of all material notices relating to the Charged Property assigned under Clause 5 (***Assignments***) to the Lender as soon as reasonably practicable following receipt of the same.

10.4.4 The Lender may, upon written notice to the relevant Chargor, re-assign to such Chargor all of the Lender's rights, title and interest in any Charged Property assigned under Clause 5 (***Assignments***) and each relevant Chargor accepts such re-assignment and re-conveyance.

## 10.5 **All Charged Property**

10.5.1 Each Chargor shall:

- (a) promptly notify the Lender of (i) any action started by a third party to seize, attach, take possession of or create Security (other than Permitted Security) over any of its assets; (ii) any circumstances which may give rise to a claim on or under the Charged Property; and (iii) anything which could have a material adverse effect on the rights and interests of the relevant Chargor to and in any of the Charged Property;
  - (b) promptly defend all claims brought in relation to the Charged Property and do whatever the Lender requires in relation to anything which could have a material adverse effect on that Chargor's rights and interests in the Charged Property; and
  - (c) promptly provide the Lender with any information which it requests regarding that Chargor's business, the Charged Property and its compliance with this Debenture.
- 10.5.2 Each Chargor shall permit the Lender, its representatives, professional advisers and contractors free access at all reasonable times and on reasonable notice to inspect and take copies of, and extracts from, the books, accounts and records of that Chargor and to view the Charged Property (without becoming liable as mortgagee in possession).
- 10.5.3 Each Chargor shall punctually pay all rent, rent charges, rates, taxes, fees, charges, duties, levies, assessments, impositions, calls and outgoings whatsoever in respect of the Charged Property.
- 10.5.4 Each Chargor shall promptly obtain and maintain any Authorisations (in form and content reasonably satisfactory to the Lender) necessary or desirable to enable the assets of that Chargor to be subject to the Security intended to be created by this Debenture and, immediately on obtaining the Authorisation, the asset concerned shall become subject to that Security and that Chargor shall promptly deliver a copy of each Authorisation to the Lender.
- 10.5.5 Each Chargor shall not, at any point during the Security Period, do or permit to be done any act or thing which might jeopardise the rights of the Lender in the Charged Property or which might adversely affect or diminish the value of the Charged Property.
- 10.5.6 Each Chargor shall, on request, immediately deliver to the Lender evidence that it has complied with the provisions of this Clause 10.
- 10.6 **Real Property**
- 10.6.1 Each Chargor shall:
  - (a) comply with all planning legislation, regulations and bye-laws which apply to the Real Property, with any orders made by a public body in respect of all or any part of the Real Property and with any conditions attaching to planning permissions affecting the Real Property;
  - (b) punctually perform all obligations assumed by it in respect the Real Property; and
  - (c) within five Business Days of receipt provide a copy of every material communication relating to the Real Property to the Lender and promptly comply with the Lender's reasonable instructions in relation to it.



- 10.6.2 Each Chargor shall take all steps necessary or desirable to protect its rights under any lease to which the Charged Property is at any time subject.
- 10.6.3 Each Chargor shall immediately notify the Lender if it acquires any Real Property.
- 10.6.4 Each Chargor shall:
- (a) keep the Real Property in good repair (fair wear and tear excepted) to the satisfaction of the Lender;
  - (b) replace any items which have become obsolete or are unfit for purpose; and
  - (c) on request, immediately make good any damage.
- 10.6.5 Each Chargor shall not:
- (a) remove any of the fixtures forming part of the Real Property or any plant or machinery (other than stock in trade or work in progress) on or in the Charged Property without the Lender's consent;
  - (b) create any legal or equitable estate or interest in or over any Real Property, nor grant any licence to assign or sub-let any Real Property and ensure that no person becomes entitled to assert any proprietary interest or right over any Real Property;
  - (c) do or permit to be done anything or allow any circumstances to arise whereby any of its interest in the Real Property could be determined or any right of re-entry or forfeiture could arise;
  - (d) enter into any negotiations regarding, or consent to, the compulsory acquisition of any Real Property except where it is required by law to do so and with the Lender's consent. If the Lender so requests, the relevant Chargor shall permit the Lender or its representatives to conduct negotiations and/or give consent on its behalf;
  - (e) allow any person other than itself to be registered under the LRA as proprietor of the Real Property or create or permit to arise any interest which falls within either or both of Schedules 1 and 3 of the LRA affecting the Real Property without the Lender's consent;
  - (f) convert any freehold estate of any Real Property to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002;
  - (g) make, or agree to, any application to the Land Registrar to make an entry on the register of title of the Real Property without the Lender's consent, except as required under this Debenture; or
  - (h) make any structural or material alteration, or allow anything to be done which falls with the definition of development in section 55 of the Town and Country Planning Act 1990.
- 10.6.6 In relation to any lease to which the Charged Property is at any time subject, each Chargor shall not:

- (a) exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the LPA; or
- (b) accept any disposal or variation of any lease, tenancy or licence of, or relating to it.

## 10.7 **Shares**

10.7.1 Each Chargor shall make all payments which become due in respect of any of the Shares and if it fails to do so, the Lender may make the payment on behalf of that Chargor at the cost and risk of that Chargor.

10.7.2 During the Security Period, each Chargor shall not appoint any nominee to exercise any of its membership rights in the Shares except as provided for under this Debenture.

10.7.3 Subject to Clause 10.7.4 and the terms of the Finance Documents, each Chargor may exercise, or direct the exercise of, the voting and other rights and powers attached to any Shares as it sees fit if those rights and powers are not exercised in any manner:

- (a) which would permit any variation of the rights attaching to, or conferred by, any Shares or an increase in the issued share capital of any company whose shares are charged under this Debenture;
- (b) which would breach the provisions of any Finance Document or prejudice the Shares or the Security intended to be created over them by this Debenture; or
- (c) which would, without the Lender's consent, approve any resolution in connection with a company voluntary arrangement, the appointment of an administrator, a voluntary winding-up or a compromise or arrangement under sections 895 to 901 of the Companies Act 2006.

10.7.4 While an Event of Default is continuing, the Lender (or Receiver) may (in the name of a Chargor or otherwise and without that Chargor's further consent or authority):

- (a) exercise (or refrain from exercising) any voting rights in respect of any Shares and/or any powers and rights conferred on the legal or beneficial owner of those Shares;
- (b) receive and retain, or direct such Chargor to pay to it, all dividends, interest and other moneys arising from any Shares; and
- (c) transfer any Shares into the name of such nominee(s) of the Lender as it shall require,

in such manner and on such terms as the Lender (or Receiver) may think fit, and the proceeds of the action shall form part of the Charged Property.

10.7.5 While an Event of Default is continuing, each Chargor and any nominee(s) shall comply, or procure compliance, with any directions of the Lender (or any Receiver) in respect of the exercise of the rights set out in Clause 10.7.4 and shall promptly execute and deliver to the Lender (or such Receiver) any forms of proxy which are required.

## 10.8 **Insurance**

10.8.1 Each Chargor shall at all times during the Security Period keep the Charged Property insured in accordance with the terms of the Facility Agreement.

10.8.2 Each Chargor shall, following the earlier of (i) an Event of Default occurring or (ii) a request by the Lender, at all times during the Security Period thereafter:

- (a) ensure that all Insurance Policies contain (i) an endorsement naming the Lender as sole loss payee in respect of all claims and (ii) a standard mortgagee clause;
- (b) promptly pay all sums payable under the Insurance Policies and, on request, promptly produce evidence of payment to the Lender; and
- (c) on request, deposit all Insurance Policies with the Lender.

10.8.3 After an Event of Default has occurred, each Chargor shall hold all moneys received under any Insurance Policy on trust for the Lender pending payment of that amount to the Lender and each Chargor waives any right it may have to apply that sum in reinstatement of any part of the Charged Property.

## 10.9 **Specific Contracts**

10.9.1 Each Chargor shall duly perform and shall remain liable to perform all its obligations under the Specific Contracts. Neither the Lender nor any Receiver shall be under any obligation to anyone under or in respect of any Specific Contract.

10.9.2 Each Chargor shall promptly notify the Lender of any material breach of any Specific Contract or any circumstances which have led or may lead to any obligation of any party under any Specific Contract being incapable of fulfilment.

10.9.3 Each Chargor shall promptly on demand provide the Lender with any information it requires in relation to any Specific Contract.

10.9.4 Other than as permitted under the Finance Documents, each Chargor shall not amend, vary, waive, rescind or terminate any Specific Contract or consent to any assignment or transfer by any party other than the Lender of any of its rights or obligations under any Specific Contract without the Lender's consent.

## 10.10 **Uncalled capital**

Each Chargor shall not call up of its any uncalled capital or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Lender otherwise directs.

## 10.11 **Accounts**

Each Chargor shall not close or permit any variation to the rights attaching to any Account or Third Party Account without the Lender's consent.

## 10.12 **Intellectual Property**

10.12.1 Each Chargor shall promptly notify the Lender if it becomes the legal and/or beneficial owner of any Intellectual Property or it, or someone on its behalf, applies to register any Intellectual Property.

- 10.12.2 Each Chargor shall take all necessary action to safeguard, maintain in full force and effect and preserve its ability to enforce its present and future ownership and rights in connection with all Intellectual Property.
- 10.12.3 Each Chargor shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property other than in accordance with the Finance Documents.
- 10.12.4 Each Chargor will use reasonable endeavours to prevent any infringement in any material respects of the Intellectual Property where failure to do so would have a Material Adverse Effect.
- 10.12.5 No Chargor will use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any Chargor to use such property where such use, permission to use or omission is reasonably likely to have a Material Adverse Effect.
- 10.12.6 No Chargor shall, without the prior written consent of the Lender, permit any of its Intellectual Property which is registered or subject to an application for registration and which is necessary for the operations of the Group to be abandoned or cancelled or to lapse where failure to do so is reasonably likely to have a Material Adverse Effect.

#### 10.13 **Account Receivables**

- 10.13.1 Until the occurrence of an Event of Default, each Chargor may continue to deal with any counterparty to any Account Receivable.
- 10.13.2 Each Chargor shall promptly get in and realise all Account Receivables (and proceeds of the same) to the extent due and payable.
- 10.13.3 Following an Event of Default:
  - (a) the Lender may notify the counterparty to any Account Receivable that they should deal only with the Lender and in accordance with the Lender's instructions;
  - (b) each Chargor shall pay the proceeds of such Account Receivables as the Lender may direct in writing and pending such payment will hold those proceeds on trust for the Lender; and
  - (c) if requested by the Lender, each Chargor shall provide the Lender with such information regarding any counterparty to an Account Receivables' financial condition, business and operations along with providing any notice served under or in connection with an Account Receivable.
- 10.13.4 No Chargor shall assign, factor, discount, release, waive, compound or otherwise deal with any of the Account Receivables other than as permitted by the Facility Agreement.

#### 10.14 **Equipment**

- 10.14.1 If requested by the Lender, each Chargor shall attach to a visible part of each item of Equipment owned by it in a permanent manner a clear and distinctive label, comprising the following notice: "This piece of equipment is subject to a first legal

mortgage in favour of Adena Estate Inc and may not be removed or sold without their prior written consent."

- 10.14.2 Each Chargor shall keep its Equipment in good repair, working order and condition (subject to general wear and tear) and fit for its purpose and shall not permit the same to be handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable.
- 10.14.3 No Chargor will, without the prior written consent of the Lender, make any modification or permit any modification to be made to any material Equipment if the effect of such modification may be to reduce the value of that Equipment.
- 10.14.4 No Chargor will permit or procure any material Equipment to be taken out of England and Wales without the prior written consent of the Lender and then subject only to such further terms as the Lender may reasonably require.
- 10.14.5 Each Chargor will promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and as soon as reasonably practicable following a demand by the Lender produce evidence of such payment to the Lender.
- 10.14.6 Each Chargor will obtain all Authorisations from time to time required for the use and operation of the Equipment and not to do or permit to be done any act or omission whereby the Equipment or the use of it would contravene regulations for the time being in force.
- 10.14.7 Each Chargor will promptly notify the Lender of any loss, theft, material damage or destruction to any material Equipment.
- 10.14.8 Each Chargor will give the Lender such information concerning the location, condition, use and operation of the Equipment as the Lender may reasonably require and to permit any persons designated by the Lender at all reasonable times to inspect and examine the Equipment and the records maintained in connection with it.
- 10.14.9 Each Chargor will ensure that the relevant premises are suitable for the use or storage of the Equipment, and will keep the Equipment at a suitable premises or at such other place as is reasonably suitable for the use or storage of the Equipment, such other place to be approved by the Lender prior to any such move.
- 10.14.10 At the request of the Lender, each Chargor will use reasonable endeavours to procure in favour of the Lender from any person with a proprietary interest or encumbrance (other than as permitted by the Facility Agreement) (including any owner, leaseholder or chargee) in any real or personal property to which the Equipment might become affixed, or with which title to the Equipment might merge, an acknowledgement prior to such fixing or merger that their rights and remedies will only be exercised subject to the Lender's rights in the Equipment and, in particular, but without limitation to the generality of the foregoing, the right of the Lender, its delegates or agents to enter upon any such property to remove the Equipment notwithstanding that it might be affixed to, or have merged with, any real or personal property.

## 11 **ENFORCEMENT OF SECURITY**

### 11.1 **When the Security becomes enforceable**

11.1.1 The Security created by this Debenture shall become enforceable immediately:

- (a) if an Event of Default has occurred;
- (b) if a Chargor requests the Lender to exercise any of its powers under this Debenture; or
- (c) if the Lender so requires to protect its interests under this Debenture.

11.1.2 Clause 11.1 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

### 11.2 **Powers on enforcement**

At any time after the Security created by this Debenture becomes enforceable, the Lender may, without notice to the Chargors or authorisation from any court and without prejudice to any other of its rights and remedies, in its absolute discretion:

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit);
- (b) take possession of and hold or dispose of all or any part of the Charged Property; and
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

### 11.3 **Right of appropriation**

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of each Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Lender shall have the right to appropriate all or any part of it in or towards discharge of the Secured Obligations and transfer title in and to it to the Lender. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each Account and Third Party Account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of Shares, the market price determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## 12 **EXTENSION AND VARIATION OF THE LPA**

### 12.1 **Power of leasing**

The statutory powers of leasing may be exercised by the Lender at any time on or after an Event of Default has occurred and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA.

### 12.2 **Extension of powers**

The power of sale or other power conferred on the Lender and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and that power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture.

### 12.3 **Restrictions**

The restrictions contained in sections 93, 103 and 109(1) of the LPA shall not apply to:

- (a) this Debenture;
- (b) the exercise by the Lender of its right to consolidate all or any of the Security created by or under this Debenture with any other Security in existence at any time; or
- (c) the Lender's power of sale,

which rights and powers may be exercised by the Lender without notice to the Chargors.

## 13 **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### 13.1 **Appointment and removal**

At any time after the Security created by this Debenture becomes enforceable, the Lender may, by deed or otherwise and without notice to the Chargors:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) appoint two or more Receivers of separate parts of the Charged Property;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargors.

### 13.2 **Capacity of Receivers**

Each Receiver appointed under Clause 13.1 (*Appointment and removal*):

- (a) may act severally or together with any other person appointed or substituted as Receiver;
- (b) for all purposes shall be deemed to be the agent of the Chargors which shall be solely responsible for the Receiver's acts, omissions, defaults, losses and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and
- (c) shall be entitled to remuneration for his services at a rate to be determined by the Lender from time to time (without being limited to the maximum rate specified by s109(6) of the LPA). The Chargors alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of every Receiver.

### 13.3 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Debenture) or otherwise and those powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property.

## 14 **POWERS OF RECEIVER**

Subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor, in relation to the Charged Property (and any assets of a Chargor which, when got in, would be Charged Property) every Receiver shall have, and be entitled to exercise at the cost of the Chargors, all the powers:

- (a) conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;
- (b) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (to the extent applicable, whether or not the Receiver is an administrative receiver within the meaning of the Insolvency Act 1986) together with the additional powers set out in Schedule 3 of the Insolvency Act 1986;
- (c) in relation to the Charged Property, which it would have if it were its only beneficial owner including the power to do or omit to do anything which a Chargor itself could do or omit to do;
- (d) of the Lender under this Debenture; and
- (e) to do anything (including bringing or defending proceedings in the name or on behalf of the Chargors) which the Receiver considers incidental or conducive to any of the functions vested in him, to the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or to getting in any Charged Property or assets which when got in would be Charged Property.

## 15 **APPLICATION OF MONEYS**

- 15.1.1 The Lender or any Receiver shall apply all moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in the following order:



- (a) **firstly**, in or towards the payment pro rata of any unpaid costs and expenses of the Lender or any Receiver under this Debenture and interest on them at the rate set out in Clause 7.3 (*Default interest*) of the Facility Agreement (both before and after judgment) from their due date until the date they are irrevocably paid in full;
- (b) **secondly**, in or towards the payment pro rata of any unpaid fees, commission or remuneration of the Lender and any Receiver;
- (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Obligations;
- (d) **fourthly**, in or towards the discharge of the Secured Obligations; and
- (e) **fifthly**, in the payment of any surplus to the Chargors or other person entitled to it,

and section 109(8) of the LPA shall not apply.

- 15.1.2 The provisions in Clause 15.1.1 will override any appropriation made by the Chargors.

## 16 PROTECTION OF PURCHASERS

### 16.1 Consideration

- 16.1.1 A receipt from the Lender or any Receiver shall be conclusive discharge to any purchaser or other person dealing with the Lender or any Receiver.
- 16.1.2 In making any sale or disposal of any of the Charged Property or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

### 16.2 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound to enquire:

- (a) whether the rights and powers conferred by or under any Finance Document have arisen or are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to those rights have been obtained or complied with;
- (c) as to the propriety or regularity of acts purporting, or intended, to be in exercise of those rights; or
- (d) as to the application of any money borrowed or raised,

and the protection to purchasers contained in sections 104 and 107 of the LPA and section 42(3) of the Insolvency Act 1986 shall apply to any purchaser.

## 17 **FURTHER ASSURANCE**

### 17.1 **Further assurance**

17.1.1 Each Chargor shall execute any document and do anything else the Lender requires (and in such form as the Lender requires):

- (a) to give effect to this Debenture and the transactions intended to be effected by it;
- (b) to create, perfect, protect and preserve the Security intended to be created by this Debenture and its ranking with any other Security over any Charged Property;
- (c) to exercise any rights, powers and discretions of the Lender, any Receiver or any administrator in connection with any Charged Property;
- (d) to facilitate the realisation of any Charged Property;
- (e) to enable or assist the Lender to enter into any transaction to start, defend or conduct any proceedings and/or take any other action relating to any Charged Property in any jurisdiction or under the law of any jurisdiction; and/or
- (f) for any similar or related purpose.

17.1.2 Each Chargor shall deliver to the Lender such evidence of the due authorisation and execution of any document delivered or thing done under Clause 17.1.1 as the Lender may require.

17.1.3 The covenants set out in sections 2(1)(b) and 2(2) of the Miscellaneous Provisions Act shall extend to include the provisions set out in this Clause 17.1.

17.1.4 If a Chargor fails, or the Lender reasonably suspects that a Chargor has failed, to comply with any of the undertakings in Clause 10.6 (*Real Property*) and/or Clause 10.8 (*Insurance*), the Lender and/or others appointed by it may do anything the Lender requires to remedy that failure at the risk and cost of that Chargor (including granting free access to the Charged Property, the execution of works, the payment of money and/or effecting or renewing any such insurance on such terms as it sees fit).

### 17.2 **Delivery of documents**

17.2.1 Upon the earlier of (i) an Event of Default occurring and (ii) a request by the Lender, the relevant Chargor shall deliver to the Lender, and the Lender shall be entitled to hold during the Security Period, all documents constituting or evidencing title relating to the Real Property.

17.2.2 Each Chargor shall upon the earlier of (i) an Event of Default occurring and (ii) a request by the Lender deposit with the Lender (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by or on behalf of the relevant Chargor).

17.2.3 Each Chargor shall promptly on the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from any of the Shares, notify the Lender of that occurrence and procure the delivery to the Lender of all certificates or other documents of title representing those securities and such stock

transfer forms or other instruments of transfer (executed in blank by or on behalf of the relevant Chargor) as the Lender may request.

- 17.2.4 Each Chargor shall, upon the earlier of (i) an Event of Default occurring and (ii) a request by the Lender, immediately deliver to the Lender, and the Lender shall be entitled to hold during the Security Period, all other certificates and documents of title to and evidence of ownership of the assets which form the Charged Property.

### 17.3 **Application to the Land Registry**

- 17.3.1 Each Chargor consents to the entry of the following restriction in the Proprietorship Register of any registered land forming part of the Charged Property from time to time:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2020 in favour of Adena Estate Inc referred to in the Charges Register (or its conveyancer)."*

- 17.3.2 Each Chargor authorises the Lender to apply to the Land Registry to enter:
- (a) the restriction in 17.3.1 against the relevant registered estate; and
  - (b) the obligation to make further advances on the charges register of the relevant registered estates.

### 17.4 **Registration of Intellectual Property**

Each Chargor shall, if requested by the Lender, execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property.

## 18 **POWER OF ATTORNEY**

### 18.1 **Appointment and powers**

Each Chargor irrevocably and by way of security appoints the Lender and any Receiver jointly and severally to be its attorney (with full power of substitution) and in its name, on its behalf to execute, deliver and perfect all documents and do all things which the attorney may consider necessary or desirable to:

- (a) carry out any obligation imposed on a Chargor by this Debenture or any other agreement binding on it to which the Lender is party; and
- (b) enable the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them under this Debenture or by law.

### 18.2 **Ratification**

Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **19 EFFECTIVENESS OF SECURITY**

### **19.1 Cumulative rights**

The Security created under this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Lender or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender (whether in its capacity as Lender or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge with any contractual right or remedy or other Security now or in the future held or available to any Secured Party.

### **19.2 No prejudice**

Neither the Security created under this Debenture nor the Collateral Rights shall be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Lender (whether in its capacity as trustee or otherwise) or any other Secured Party or by any variation of the terms of the trust on which the Lender holds the Security or by anything else which might otherwise prejudice that Security or any Collateral Right.

### **19.3 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

### **19.4 Effectiveness of Security**

The Security created under this Debenture shall remain in full force and effect unless and until discharged by the Lender and no part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

### **19.5 No liability**

19.5.1 No Secured Party shall be liable (including for negligence or any other category of liability whatsoever) for any action taken by it under or in connection with this Debenture, for any neglect or default in connection with the Charged Property or for taking possession of, or realising all or any part of, the Charged Property, unless directly caused by its gross negligence or wilful default. In particular, no Secured Party shall be liable for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

19.5.2 The exercise by the Lender and/or others appointed by it of the powers conferred by this Debenture shall not render the Lender liable to account as a mortgagee in possession.

## 19.6 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargors under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## 19.7 **Deferral of rights**

During the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by it to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken under, or in connection with, this Debenture by the Lender.

## 19.8 **Further advances**

Subject to the terms of the Facility Agreement, the Lender is under an obligation to make further advances to the Borrower and that obligation is deemed to be incorporated into this Debenture.

## 19.9 **New accounts**

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Charged Property it may open a new account or accounts in the name of a Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of that Chargor to the Lender:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Obligations at the time when the Lender received or was deemed to have received the notice.

## 20 **RELEASE OF SECURITY**

### 20.1 **Redemption of Security**

At the end of the Security Period, the Lender shall release and cancel the Security constituted by this Debenture and reassign the assets assigned under this Debenture to the Chargors at the request and cost of the Chargors, in each case subject to Clause 20.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

### 20.2 **Avoidance of payments**

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under, and the Security constituted by, this Debenture shall continue and that amount shall not be considered to have been irrevocably paid.

### 20.3 **Other obligations**

Any release or discharge of all or any of the Security created by this Debenture shall not release or discharge the Chargors from any liability to the Lender (whether in its capacity as such or otherwise) or any other Secured Party which might exist independently of this Debenture.

### 21 **CURRENCY**

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture from their existing currency into any other currency by purchasing that other currency at the spot rate of exchange for that party for the purchase of any currency with any other currency in the London foreign exchange market.

### 22 **SET-OFF**

The Lender may set off any matured Secured Obligations (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargors, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### 23 **ASSIGNMENT**

23.1 The Lender may assign any of its rights under this Debenture to any person to whom it may assign or transfer any of its rights or obligations under the Facility Agreement.

23.2 The Lender may disclose to any assignee or proposed assignee any information it thinks fit in relation to the Chargors and the Finance Documents subject to the terms of the Facility Agreement.

### 24 **ADDITIONAL CHARGORS**

#### 24.1 **Delivery of Security Accession Deed**

24.1.1 The Obligors' Agent may:

- (a) request that any member of the Group; or
- (b) be required to procure that any other member of the Group, which intends to accede to the Facility Agreement as an Additional Obligor in accordance with Clause 20.2 (*Additional Borrowers*) or Clause 20.3 (*Additional Guarantors*) of the Facility Agreement,

(each a "**New Chargor**"), become a Chargor under this Debenture.

24.1.2 The New Chargor shall become a Chargor under this Debenture if:

- (a) the Obligors' Agent and the New Chargor deliver to the Lender a completed and executed Security Accession Deed; and
- (b) the Obligors' Agent confirms that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.

## 24.2 **Repetition of Representations**

Delivery of a Security Accession Deed constitutes confirmation by the New Chargor that the representations and warranties set out in Clause 9 (***Representations and warranties***) are true and correct to the extent applicable to it at the date of delivery, as if made by reference to the facts and circumstances then existing.

## 25 **PARTIAL INVALIDITY**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the Security intended to be created under this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

## 26 **COUNTERPARTS**

This Debenture 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 the Debenture.

## 27 **GOVERNING LAW**

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

## 28 **ENFORCEMENT**

28.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

28.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

28.3 This Clause 28 (***Enforcement***) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**This Debenture has been executed as a deed and delivered on the date stated at the beginning of this Debenture.**

**Schedule 1**  
**The Original Chargors**

<b>Name of Original Chargor</b>	<b>Registration Number</b>	<b>Jurisdiction of incorporation</b>
Accessorize Brands Ltd	12543459	England and Wales
Accessorize Stores Ltd	12543527	England and Wales
Accessorize TM Ltd	12651605	England and Wales
Adena Brands Ltd	12545293	England and Wales
Adena Services Ltd	12545322	England and Wales
Monsoon Brands Ltd	12543476	England and Wales
Monsoon Stores Ltd	12543463	England and Wales
Monsoon TM Ltd	12653097	England and Wales



**Schedule 2  
Real Property**

<b>Name of Original Chargor</b>	<b>Description of property</b>	<b>Title number (if any)</b>
None as at the date of this Debenture.		

**Schedule 3  
Shares**

<b>Name of Original Chargor</b>	<b>Subsidiary</b>	<b>Description of Shares</b>
Adena Brands Ltd	Accessorize Brands Ltd	One ordinary share of £1.00
Adena Brands Ltd	Accessorize Stores Ltd	One ordinary share of £1.00
Adena Brands Ltd	Accessorize TM Ltd	One ordinary share of £1.00
Adena Brands Ltd	Adena Services Ltd	One ordinary share of £1.00
Adena Brands Ltd	Monsoon Brands Ltd	One ordinary share of £1.00
Adena Brands Ltd	Monsoon Stores Ltd	One ordinary share of £1.00
Adena Brands Ltd	Monsoon TM Ltd	One ordinary share of £1.00

Schedule 4  
Equipment

Name of Original Chargor	Description of Equipment	Registration/serial number

### Schedule 5 Intellectual Property

<b>Registered Trade Marks</b>				
<b>Proprietor</b>	<b>Territory</b>	<b>Trade Mark</b>	<b>Number</b>	<b>Classes</b>
Accessorize TM Ltd	Malaysia	A Stylised	09022721	14
Accessorize TM Ltd	Malaysia	A Stylised	09022723	35
Accessorize TM Ltd	United Kingdom	A Stylised	2519629	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Algeria	A wings logo	1411734	35
Accessorize TM Ltd	Armenia	A wings logo	1411734	35
Accessorize TM Ltd	Azerbaijan	A wings logo	1411734	35
Accessorize TM Ltd	Bahrain	A wings logo	1411734	35
Accessorize TM Ltd	Belarus	A wings logo	1411734	35
Accessorize TM Ltd	Bosnia & Herzegovina	A wings logo	1411734	35
Accessorize TM Ltd	Egypt	A wings logo	1411734	35
Accessorize TM Ltd	EUTM	A wings logo	1411734	35
Accessorize TM Ltd	Georgia	A wings logo	1411734	35
Accessorize TM Ltd	Hong Kong	A wings logo	304489967	35
Accessorize TM Ltd	Iran	A wings logo	1411734	35
Accessorize TM Ltd	Israel	A wings logo	1411734	35
Accessorize TM Ltd	Jordan	A wings logo	160603	35
Accessorize TM Ltd	Kazakhstan	A wings logo	1411734	35
Accessorize TM Ltd	Kuwait	A wings logo	166860	35
Accessorize TM Ltd	Lebanon	A wings logo	185095	35
Accessorize TM Ltd	Macedonia (North)	A wings logo	1411734	35
Accessorize TM Ltd	Mexico	A wings logo	1411734	35
Accessorize TM Ltd	Montenegro	A wings logo	1411734	35
Accessorize TM Ltd	Morocco	A wings logo	1411734	35
Accessorize TM Ltd	Namibia	A wings logo	1411734	35
Accessorize TM Ltd	Oman	A wings logo	1411734	35
Accessorize	Russian Federation	A wings logo	1411734	35

TM Ltd				
Accessorize TM Ltd	Saudi Arabia	A wings logo	1439017189	35
Accessorize TM Ltd	Serbia	A wings logo	1411734	35
Accessorize TM Ltd	South Africa	A wings logo	2018/09829	35
Accessorize TM Ltd	Tunisia	A wings logo	1411734	35
Accessorize TM Ltd	Ukraine	A wings logo	1411734	35
Accessorize TM Ltd	United Arab Emirates	A wings logo	290529	35
Accessorize TM Ltd	United Kingdom	A wings logo	UK0000329 0379	35
Accessorize TM Ltd	United States of America	A wings logo	5784165	35
Accessorize TM Ltd	Vietnam	A wings logo	1411734	35
Accessorize TM Ltd	WIPO	A wings logo	1411734	35
Accessorize TM Ltd	Andorra	ACCESSORIZE	36484	3, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Argentina	ACCESSORIZE	2683976	3
Accessorize TM Ltd	Argentina	ACCESSORIZE	2685732	9
Accessorize TM Ltd	Argentina	ACCESSORIZE	2541757	14
Accessorize TM Ltd	Argentina	ACCESSORIZE	2541758	25
Accessorize TM Ltd	Argentina	ACCESSORIZE	2683977	26
Accessorize TM Ltd	Argentina	ACCESSORIZE	2683979	35
Accessorize TM Ltd	Armenia	ACCESSORIZE	19663	3, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Australia	ACCESSORIZE	854989	3, 9, 26, 35
Accessorize TM Ltd	Australia	ACCESSORIZE	844610	14, 18, 25, 35
Accessorize TM Ltd	Austria	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25631	8
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25630	10
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25623	13
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25629	14
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25628	25
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25624	37
Accessorize	Bahamas	ACCESSORIZE	25627	38

TM Ltd				
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25625	48
Accessorize TM Ltd	Bahamas	ACCESSORIZE	25626	50
Accessorize TM Ltd	Bahrain	ACCESSORIZE	32377	3
Accessorize TM Ltd	Bahrain	ACCESSORIZE	32378	9
Accessorize TM Ltd	Bahrain	ACCESSORIZE	23889	14
Accessorize TM Ltd	Bahrain	ACCESSORIZE	23888	18
Accessorize TM Ltd	Bahrain	ACCESSORIZE	28628	25
Accessorize TM Ltd	Bahrain	ACCESSORIZE	32379	26
Accessorize TM Ltd	Bahrain	ACCESSORIZE	SM5194	35
Accessorize TM Ltd	Belarus	ACCESSORIZE	30223	3, 5, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34875	3
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34876	9
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34877	14
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34878	18
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34879	25
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34880	26
Accessorize TM Ltd	Bermuda	ACCESSORIZE	34881	35
Accessorize TM Ltd	Bosnia & Herzegovina	ACCESSORIZE	BAZ161917 9A	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Botswana	ACCESSORIZE	BW/M/201 4/00085	3, 8, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Brazil	ACCESSORIZE	825146615	3
Accessorize TM Ltd	Brazil	ACCESSORIZE	825146623	9
Accessorize TM Ltd	Brazil	ACCESSORIZE	823365000	14
Accessorize TM Ltd	Brazil	ACCESSORIZE	823365018	18
Accessorize TM Ltd	Brazil	ACCESSORIZE	823365026	25
Accessorize TM Ltd	Brazil	ACCESSORIZE	825146631	26
Accessorize TM Ltd	Brazil	ACCESSORIZE	824585917	35
Accessorize TM Ltd	Brunei Darussalam	ACCESSORIZE	35154	3, 9, 14, 18, 25, 26, 35

Accessorize TM Ltd	Canada	ACCESSORIZE	TMA617925	35
Accessorize TM Ltd	Chile	ACCESSORIZE	672030	3, 9, 26
Accessorize TM Ltd	Chile	ACCESSORIZE	1008627	14, 18, 25
Accessorize TM Ltd	Chile	ACCESSORIZE	1058733	35
Accessorize TM Ltd	China	ACCESSORIZE	749374	3
Accessorize TM Ltd	China	ACCESSORIZE	749375	9
Accessorize TM Ltd	China	ACCESSORIZE	1222354	14
Accessorize TM Ltd	China	ACCESSORIZE	1210216	18
Accessorize TM Ltd	China	ACCESSORIZE	3185494	25
Accessorize TM Ltd	China	ACCESSORIZE	3185519	26
Accessorize TM Ltd	China	ACCESSORIZE	749378	35
Accessorize TM Ltd	Colombia	ACCESSORIZE	524999	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Costa Rica	ACCESSORIZE	231143	3, 8, 9, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Costa Rica	ACCESSORIZE	235199	14
Accessorize TM Ltd	Croatia	ACCESSORIZE	Z20021187	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Cuba	ACCESSORIZE	811239	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Cyprus	ACCESSORIZE	52358	14
Accessorize TM Ltd	Cyprus	ACCESSORIZE	52359	18
Accessorize TM Ltd	Cyprus	ACCESSORIZE	52360	25
Accessorize TM Ltd	Cyprus	ACCESSORIZE	64796	35
Accessorize TM Ltd	Czech Republic	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Denmark	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Dominican Republic	ACCESSORIZE	201999	3, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Ecuador	ACCESSORIZE	464-14	3
Accessorize TM Ltd	Egypt	ACCESSORIZE	156212	3
Accessorize TM Ltd	Egypt	ACCESSORIZE	156213	9
Accessorize TM Ltd	Egypt	ACCESSORIZE	138920	14
Accessorize TM Ltd	Egypt	ACCESSORIZE	138921	18

Accessorize TM Ltd	Egypt	ACCESSORIZE	138923	25
Accessorize TM Ltd	Egypt	ACCESSORIZE	156214	26
Accessorize TM Ltd	Egypt	ACCESSORIZE	156215	35
Accessorize TM Ltd	Eswatini	ACCESSORIZE	23/2014	3, 8, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	EUTM	ACCESSORIZE	002758027	3, 9, 14, 18, 25, 26
Accessorize TM Ltd	EUTM	ACCESSORIZE	001828250	35
Accessorize TM Ltd	France	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Gibraltar	ACCESSORIZE	8809	3
Accessorize TM Ltd	Gibraltar	ACCESSORIZE	8811	9, 26
Accessorize TM Ltd	Gibraltar	ACCESSORIZE	7988	14
Accessorize TM Ltd	Gibraltar	ACCESSORIZE	10179	18, 25
Accessorize TM Ltd	Gibraltar	ACCESSORIZE	8810	35
Accessorize TM Ltd	Greece	ACCESSORIZE	145667	3, 9, 25, 26, 35
Accessorize TM Ltd	Honduras	ACCESSORIZE	126404	3
Accessorize TM Ltd	Honduras	ACCESSORIZE	126436	9
Accessorize TM Ltd	Honduras	ACCESSORIZE	126413	14
Accessorize TM Ltd	Honduras	ACCESSORIZE	126435	18
Accessorize TM Ltd	Honduras	ACCESSORIZE	126414	20
Accessorize TM Ltd	Honduras	ACCESSORIZE	126634	21
Accessorize TM Ltd	Honduras	ACCESSORIZE	126624	25
Accessorize TM Ltd	Honduras	ACCESSORIZE	126466	26
Accessorize TM Ltd	Honduras	ACCESSORIZE	19350	35
Accessorize TM Ltd	Hungary	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Iceland	ACCESSORIZE	173/1998	14, 18, 25
Accessorize TM Ltd	India	ACCESSORIZE	1143574	3
Accessorize TM Ltd	India	ACCESSORIZE	1157451	3
Accessorize TM Ltd	India	ACCESSORIZE	1143575	9
Accessorize	India	ACCESSORIZE	1157453	9



TM Ltd				
Accessorize TM Ltd	India	ACCESSORIZE	1143576	14
Accessorize TM Ltd	India	ACCESSORIZE	1143577	18
Accessorize TM Ltd	India	ACCESSORIZE	1143578	25
Accessorize TM Ltd	India	ACCESSORIZE	1143579	26
Accessorize TM Ltd	India	ACCESSORIZE	1157452	26
Accessorize TM Ltd	India	ACCESSORIZE	1241675	35
Accessorize TM Ltd	Iran	ACCESSORIZE	867749	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Ireland	ACCESSORIZE	225295	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Ireland	ACCESSORIZE	242613	3, 4, 8, 20, 21
Accessorize TM Ltd	Israel	ACCESSORIZE	249444	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Italy	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Jamaica	ACCESSORIZE	61981	3, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Japan	ACCESSORIZE	749374	3
Accessorize TM Ltd	Japan	ACCESSORIZE	4521831	3, 9, 18, 26
Accessorize TM Ltd	Japan	Accessorize	4923843	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Japan	Accessorize	4923844	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Japan	ACCESSORIZE	749375	9
Accessorize TM Ltd	Japan	ACCESSORIZE	749376	14
Accessorize TM Ltd	Japan	ACCESSORIZE	3256699	14
Accessorize TM Ltd	Japan	ACCESSORIZE	749377	18
Accessorize TM Ltd	Japan	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Japan	ACCESSORIZE	4567894	25
Accessorize TM Ltd	Japan	ACCESSORIZE	749724	26
Accessorize TM Ltd	Japan	ACCESSORIZE	749378	35
Accessorize TM Ltd	Jordan	ACCESSORIZE	68890	3
Accessorize TM Ltd	Jordan	ACCESSORIZE	69447	9
Accessorize TM Ltd	Jordan	ACCESSORIZE	69110	14
Accessorize	Jordan	ACCESSORIZE	69111	18

TM Ltd				
Accessorize TM Ltd	Jordan	ACCESSORIZE	69112	25
Accessorize TM Ltd	Jordan	ACCESSORIZE	69113	26
Accessorize TM Ltd	Jordan	ACCESSORIZE	69114	35
Accessorize TM Ltd	Kenya	ACCESSORIZE	58377	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Kuwait	ACCESSORIZE	57236	3
Accessorize TM Ltd	Kuwait	ACCESSORIZE	57237	9
Accessorize TM Ltd	Kuwait	ACCESSORIZE	38147	14
Accessorize TM Ltd	Kuwait	ACCESSORIZE	38146	18
Accessorize TM Ltd	Kuwait	ACCESSORIZE	45179	25
Accessorize TM Ltd	Kuwait	ACCESSORIZE	58051	26
Accessorize TM Ltd	Kuwait	ACCESSORIZE	56252	35
Accessorize TM Ltd	Lebanon	ACCESSORIZE	92945	3, 9, 26, 35
Accessorize TM Ltd	Lebanon	ACCESSORIZE	82547	14, 18, 25
Accessorize TM Ltd	Liechtenstein	ACCESSORIZE	811239	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51789	3
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51790	9
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51791	14
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51792	18
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51793	25
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51794	26
Accessorize TM Ltd	Macau	ACCESSORIZE	N/51788	35
Accessorize TM Ltd	Macedonia (North)	ACCESSORIZE	11411	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Malaysia	ACCESSORIZE	02015731	3
Accessorize TM Ltd	Malaysia	ACCESSORIZE	02015730	9
Accessorize TM Ltd	Malaysia	ACCESSORIZE	00017591	18
Accessorize TM Ltd	Malaysia	ACCESSORIZE	00017592	25
Accessorize TM Ltd	Malaysia	ACCESSORIZE	02015729	26
Accessorize TM Ltd	Malaysia	ACCESSORIZE	02015732	35

TM Ltd				
Accessorize TM Ltd	Malta	ACCESSORIZE	24190	14
Accessorize TM Ltd	Malta	ACCESSORIZE	36218	35
Accessorize TM Ltd	Mexico	ACCESSORIZE	1011039	3
Accessorize TM Ltd	Mexico	ACCESSORIZE	781990	9
Accessorize TM Ltd	Mexico	ACCESSORIZE	905019	14
Accessorize TM Ltd	Mexico	ACCESSORIZE	1130123	18
Accessorize TM Ltd	Mexico	ACCESSORIZE	1130124	25
Accessorize TM Ltd	Mexico	ACCESSORIZE	780042	26
Accessorize TM Ltd	Mexico	ACCESSORIZE	780043	35
Accessorize TM Ltd	Monaco	ACCESSORIZE	749374	3
Accessorize TM Ltd	Monaco	ACCESSORIZE	749375	9
Accessorize TM Ltd	Monaco	ACCESSORIZE	749376	14
Accessorize TM Ltd	Monaco	ACCESSORIZE	749377	18
Accessorize TM Ltd	Monaco	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Monaco	ACCESSORIZE	749724	26
Accessorize TM Ltd	Monaco	ACCESSORIZE	749378	35
Accessorize TM Ltd	Montenegro	ACCESSORIZE	12021	3, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Morocco	ACCESSORIZE	811239	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Namibia	ACCESSORIZE	2014/0335	26
Accessorize TM Ltd	Namibia	ACCESSORIZE	2014/0336	35
Accessorize TM Ltd	Namibia	ACCESSORIZE	2014/0337	42
Accessorize TM Ltd	New Zealand	ACCESSORIZE	624907	3, 9, 35
Accessorize TM Ltd	Norway	ACCESSORIZE	749374	3
Accessorize TM Ltd	Norway	ACCESSORIZE	749375	9
Accessorize TM Ltd	Norway	ACCESSORIZE	749376	14
Accessorize TM Ltd	Norway	ACCESSORIZE	749377	18
Accessorize TM Ltd	Norway	ACCESSORIZE	750192	25, 26
Accessorize	Norway	ACCESSORIZE	749724	26

TM Ltd				
Accessorize TM Ltd	Norway	ACCESSORIZE	749378	35
Accessorize TM Ltd	Oman	ACCESSORIZE	29609	3
Accessorize TM Ltd	Oman	ACCESSORIZE	29610	9
Accessorize TM Ltd	Oman	ACCESSORIZE	23890	14
Accessorize TM Ltd	Oman	ACCESSORIZE	23891	18
Accessorize TM Ltd	Oman	ACCESSORIZE	23892	25
Accessorize TM Ltd	Oman	ACCESSORIZE	29611	26
Accessorize TM Ltd	Oman	ACCESSORIZE	28909	35
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247796	3
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247797	9
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247798	14
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247799	18
Accessorize TM Ltd	Pakistan	ACCESSORIZE	135243	25
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247801	26
Accessorize TM Ltd	Pakistan	ACCESSORIZE	247795	35
Accessorize TM Ltd	Peru	ACCESSORIZE	198987	3
Accessorize TM Ltd	Peru	ACCESSORIZE	201937	9
Accessorize TM Ltd	Peru	ACCESSORIZE	198988	14
Accessorize TM Ltd	Peru	ACCESSORIZE	198983	18
Accessorize TM Ltd	Peru	ACCESSORIZE	199669	20
Accessorize TM Ltd	Peru	ACCESSORIZE	201938	21
Accessorize TM Ltd	Peru	ACCESSORIZE	198984	25
Accessorize TM Ltd	Peru	ACCESSORIZE	198985	26
Accessorize TM Ltd	Peru	ACCESSORIZE	76846	35
Accessorize TM Ltd	Philippines	ACCESSORIZE	42002010737	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Poland	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Portugal	ACCESSORIZE	750192	25, 26
Accessorize	Qatar	ACCESSORIZE	28859	3

TM Ltd				
Accessorize TM Ltd	Qatar	ACCESSORIZE	28860	9
Accessorize TM Ltd	Qatar	ACCESSORIZE	24254	14
Accessorize TM Ltd	Qatar	ACCESSORIZE	24255	18
Accessorize TM Ltd	Qatar	ACCESSORIZE	24256	25
Accessorize TM Ltd	Qatar	ACCESSORIZE	28861	26
Accessorize TM Ltd	Qatar	ACCESSORIZE	28241	35
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749374	3
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749375	9
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749376	14
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749377	18
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749724	26
Accessorize TM Ltd	Russian Federation	ACCESSORIZE	749378	35
Accessorize TM Ltd	Saudi Arabia	ACCESSORIZE	730/41	3
Accessorize TM Ltd	Saudi Arabia	ACCESSORIZE	565/42	14
Accessorize TM Ltd	Saudi Arabia	ACCESSORIZE	565/43	18
Accessorize TM Ltd	Saudi Arabia	ACCESSORIZE	565/44	25
Accessorize TM Ltd	Serbia	ACCESSORIZE	811239	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018872A	3
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018873Z	9
Accessorize TM Ltd	Singapore	ACCESSORIZE	T9410209E	14
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018874H	18
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018875F	25
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018876D	26
Accessorize TM Ltd	Singapore	ACCESSORIZE	T0018877B	35
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21481	3
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21482	9
Accessorize	South Africa	ACCESSORIZE	94/12779	14

TM Ltd				
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21483	18
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21484	25
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21485	26
Accessorize TM Ltd	South Africa	ACCESSORIZE	2000/21486	35
Accessorize TM Ltd	Spain	ACCESSORIZE	2341616	9
Accessorize TM Ltd	Spain	ACCESSORIZE	2341617	18
Accessorize TM Ltd	Spain	ACCESSORIZE	2344152	25
Accessorize TM Ltd	Spain	ACCESSORIZE	2341619	26
Accessorize TM Ltd	Spain	ACCESSORIZE	2344153	35
Accessorize TM Ltd	Switzerland	ACCESSORIZE	749374	3
Accessorize TM Ltd	Switzerland	ACCESSORIZE	749375	9
Accessorize TM Ltd	Switzerland	ACCESSORIZE	P-424458	14, 18
Accessorize TM Ltd	Switzerland	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Switzerland	ACCESSORIZE	749724	26
Accessorize TM Ltd	Switzerland	ACCESSORIZE	749378	35
Accessorize TM Ltd	Syria	ACCESSORIZE	867749	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Taiwan	ACCESSORIZE	1090572	3
Accessorize TM Ltd	Taiwan	ACCESSORIZE	1065854	9
Accessorize TM Ltd	Taiwan	ACCESSORIZE	838080	14
Accessorize TM Ltd	Taiwan	ACCESSORIZE	856031	18
Accessorize TM Ltd	Taiwan	ACCESSORIZE	990674	25
Accessorize TM Ltd	Taiwan	ACCESSORIZE	1085242	26
Accessorize TM Ltd	Taiwan	ACCESSORIZE	1107474	35
Accessorize TM Ltd	Thailand	ACCESSORIZE	Kor248707	3
Accessorize TM Ltd	Tunisia	ACCESSORIZE	EE080753	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Turkey	ACCESSORIZE	749374	3
Accessorize TM Ltd	Turkey	ACCESSORIZE	749375	9
Accessorize	Turkey	ACCESSORIZE	2000/13968	14, 18, 25

TM Ltd				
Accessorize TM Ltd	Turkey	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	Turkey	ACCESSORIZE	749724	26
Accessorize TM Ltd	Turkey	ACCESSORIZE	749378	35
Accessorize TM Ltd	Turkmenistan	ACCESSORIZE	867749	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Ukraine	ACCESSORIZE	62325	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	42955	3
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	42956	9
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	20664	14
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	20662	18
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	35300	25
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	42957	26
Accessorize TM Ltd	United Arab Emirates	ACCESSORIZE	41508	35
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	2440564	3, 8, 14, 20, 21
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	UK0000214 8459	3
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	2245922	4, 6, 16, 28
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	2221813	9, 26
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	1536001	14
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	1557789	18, 25
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	2243621	35
Accessorize TM Ltd	United Kingdom	ACCESSORIZE	2224058	35, 38, 42
Accessorize TM Ltd	United States of America	ACCESSORIZE	2756729	9, 26, 35
Accessorize TM Ltd	United States of America	ACCESSORIZE	1983581	14, 18, 25, 42
Accessorize TM Ltd	Uzbekistan	ACCESSORIZE	MGU14049	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251235	3
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251236	9
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251237	14
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251238	18
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251239	25

TM Ltd				
Accessorize TM Ltd	Venezuela	ACCESSORIZE	P251240	26
Accessorize TM Ltd	Venezuela	ACCESSORIZE	S025457	35
Accessorize TM Ltd	Venezuela	ACCESSORIZE	N-044756	50
Accessorize TM Ltd	Vietnam	ACCESSORIZE	867749	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	WIPO	ACCESSORIZE	811239	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	WIPO	ACCESSORIZE	749374	3
Accessorize TM Ltd	WIPO	ACCESSORIZE	867749	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	WIPO	ACCESSORIZE	749375	9
Accessorize TM Ltd	WIPO	ACCESSORIZE	749376	14
Accessorize TM Ltd	WIPO	ACCESSORIZE	749377	18
Accessorize TM Ltd	WIPO	ACCESSORIZE	750192	25, 26
Accessorize TM Ltd	WIPO	ACCESSORIZE	749724	26
Accessorize TM Ltd	WIPO	ACCESSORIZE	749378	35
Accessorize TM Ltd	India	ACCESSORIZE & Crowns device	754712	14
Accessorize TM Ltd	India	ACCESSORIZE & Crowns device	754711	18
Accessorize TM Ltd	Georgia	ACCESSORIZE & Cyrillic Equivalent	M16611	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Kazakhstan	ACCESSORIZE & Cyrillic Equivalent	24102	3, 9, 14, 18, 25, 26
Accessorize TM Ltd	Kazakhstan	ACCESSORIZE & Cyrillic Equivalent	25459	35
Accessorize TM Ltd	Russian Federation	ACCESSORIZE & Cyrillic Equivalent	257264	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	United Kingdom	ACCESSORIZE (2018 Stylised)	UK0000333 6867	3, 8, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Azerbaijan	ACCESSORIZE and Cyrillic	20050819	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	China	ACCESSORIZE ANGELS	4429212	3
Accessorize TM Ltd	China	ACCESSORIZE ANGELS	4429226	14
Accessorize TM Ltd	China	ACCESSORIZE ANGELS	4429225	18
Accessorize TM Ltd	China	ACCESSORIZE ANGELS	4429224	25
Accessorize TM Ltd	China	ACCESSORIZE ANGELS	4429223	26
Accessorize TM Ltd	EUTM	ACCESSORIZE ANGELS	004190989	3, 9, 25
Accessorize	EUTM	ACCESSORIZE ANGELS	002809051	14, 18, 25, 35



TM Ltd				
Accessorize TM Ltd	United Kingdom	ACCESSORIZE ANGELS	2380822	3, 9, 14, 18, 25, 26
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157904	3
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157903	9
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157902	14
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157901	18
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157900	25
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157899	26
Accessorize TM Ltd	China	ACCESSORIZE in Chinese Characters	7157898	35
Accessorize TM Ltd	Hong Kong	ACCESSORIZE in Chinese Characters	301259415	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Belarus	ACCESSORIZE in Cyrillic	30225	3, 5, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Moldova (Republic of)	ACCESSORIZE in English and Moldovan Cyrillic	R13398	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Iran	ACCESSORIZE in Farsi	284730	9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Qatar	ACCESSORIZE LONDON	99019	35
Accessorize TM Ltd	United Kingdom	ACCESSORIZE LONDON	UK00003441730	35
Accessorize TM Ltd	EUTM	ACCESSORIZE Original Style	002946630	4, 16, 35
Accessorize TM Ltd	Hong Kong	ACCESSORIZE Original Style	300091575	3, 9, 26, 35
Accessorize TM Ltd	Hong Kong	ACCESSORIZE Original Style	300019106	14, 18, 25
Accessorize TM Ltd	Korea (South)	ACCESSORIZE Original Style	860379	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	WIPO	ACCESSORIZE Original Style	860379	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Canada	ACCESSORIZE Re-styled	776257	
Accessorize TM Ltd	Greece	ACCESSORIZE Re-styled	137887	14, 18
Accessorize TM Ltd	Greece	ACCESSORIZE Re-styled	145519	25
Accessorize TM Ltd	Iran	ACCESSORIZE Re-styled	140609	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Ireland	ACCESSORIZE Re-styled	242614	3, 4, 8, 20, 21
Accessorize TM Ltd	Israel	ACCESSORIZE Re-styled	159285	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	Thailand	ACCESSORIZE Re-styled	TM246842	18
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9624	3
Accessorize	Turkish Republic of	ACCESSORIZE Re-styled	9625	9

TM Ltd	Northern Cyprus			
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9626	14
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9627	16
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9628	18
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9629	25
Accessorize TM Ltd	Turkish Republic of Northern Cyprus	ACCESSORIZE Re-styled	9630	26
Accessorize TM Ltd	United Kingdom	ACCESSORIZE Re-styled	2440563	3, 8, 14, 20, 21
Accessorize TM Ltd	Australia	ACCESSORIZE Stylised 2011 Version	1113158	8, 9, 11
Accessorize TM Ltd	China	ACCESSORIZE Stylised 2011 Version	1113158	8
Accessorize TM Ltd	China	ACCESSORIZE Stylised 2011 Version	1113158	9
Accessorize TM Ltd	China	ACCESSORIZE Stylised 2011 Version	1113158	11
Accessorize TM Ltd	EUTM	ACCESSORIZE Stylised 2011 Version	1113158	8, 9, 11
Accessorize TM Ltd	Hong Kong	ACCESSORIZE Stylised 2011 Version	302604384	3, 8, 9, 14, 18, 20, 21, 25, 26, 35
Accessorize TM Ltd	Kenya	ACCESSORIZE Stylised 2011 Version	89067	3, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	South Africa	ACCESSORIZE Stylised 2011 Version	2011/23208	8
Accessorize TM Ltd	South Africa	ACCESSORIZE Stylised 2011 Version	2011/23209	9
Accessorize TM Ltd	South Africa	ACCESSORIZE Stylised 2011 Version	2011/23210	11
Accessorize TM Ltd	South Africa	ACCESSORIZE Stylised 2011 Version	2013/10132	21
Accessorize TM Ltd	South Africa	ACCESSORIZE Stylised 2011 Version	2013/10133	24
Accessorize TM Ltd	United Kingdom	ACCESSORIZE Stylised 2011 Version	2594255	8, 9, 11
Accessorize TM Ltd	WIPO	ACCESSORIZE Stylised 2011 Version	1113158	8, 9, 11
Accessorize TM Ltd	Kuwait	ANGELS BY ACCESSORIZE	199120	35
Accessorize TM Ltd	Oman	ANGELS BY ACCESSORIZE	111811	35
Accessorize TM Ltd	Saudi Arabia	ANGELS BY ACCESSORIZE	1438024362	35
Accessorize TM Ltd	United Arab Emirates	ANGELS BY ACCESSORIZE	259916	3
Accessorize TM Ltd	United Arab Emirates	ANGELS BY ACCESSORIZE	259923	9
Accessorize TM Ltd	United Arab Emirates	ANGELS BY ACCESSORIZE	259934	14
Accessorize TM Ltd	United Arab Emirates	ANGELS BY ACCESSORIZE	259936	18

Accessorize TM Ltd	United Arab Emirates	ANGELS ACCESSORIZE BY	259938	25
Accessorize TM Ltd	United Arab Emirates	ANGELS ACCESSORIZE BY	259940	26
Accessorize TM Ltd	United Arab Emirates	ANGELS ACCESSORIZE BY	259949	35
Accessorize TM Ltd	United Kingdom	ANGELS ACCESSORIZE BY	UK0000318 0853	3, 8, 9, 14, 18, 25, 26, 35
Accessorize TM Ltd	EUTM	GLAMOURIZE Stylised	003213261	3, 35
Monsoon TM Ltd	Argentina	MONSOON	2133250	25
Monsoon TM Ltd	Armenia	MONSOON	19662	3, 9, 14, 18, 20, 21, 25, 26, 35
Monsoon TM Ltd	Australia	MONSOON	628225	3
Monsoon TM Ltd	Australia	MONSOON	1086184	8, 9, 14, 18, 20, 21, 24, 26
Monsoon TM Ltd	Australia	MONSOON	349593	25
Monsoon TM Ltd	Australia	MONSOON	1532618	35
Monsoon TM Ltd	Bahrain	MONSOON	22416	3
Monsoon TM Ltd	Bahrain	MONSOON	18363	25
Monsoon TM Ltd	Bahrain	MONSOON	SM5193	35
Monsoon TM Ltd	Belarus	MONSOON	30222	3, 5, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Benelux	MONSOON	0367250	25
Monsoon TM Ltd	Bosnia & Herzegovina	MONSOON	BAZO58477	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Brazil	MONSOON	818541083	25
Monsoon TM Ltd	Bulgaria	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Canada	MONSOON	TMA615577	3
Monsoon TM Ltd	Canada	MONSOON	TMA343392	25
Monsoon TM Ltd	Canada	MONSOON	TMA612608	35
Monsoon TM Ltd	Chile	MONSOON	931956	14, 18
Monsoon TM Ltd	China	MONSOON	793683	25

Monsoon TM Ltd	China	MONSOON	745759	35
Monsoon TM Ltd	Colombia	MONSOON	306108	3
Monsoon TM Ltd	Colombia	MONSOON	306107	4
Monsoon TM Ltd	Colombia	MONSOON	306106	8
Monsoon TM Ltd	Colombia	MONSOON	318690	9
Monsoon TM Ltd	Colombia	MONSOON	306105	14
Monsoon TM Ltd	Colombia	MONSOON	306104	18
Monsoon TM Ltd	Colombia	MONSOON	306103	20
Monsoon TM Ltd	Colombia	MONSOON	306091	21
Monsoon TM Ltd	Colombia	MONSOON	306183	24
Monsoon TM Ltd	Colombia	MONSOON	306102	25
Monsoon TM Ltd	Colombia	MONSOON	306090	35
Monsoon TM Ltd	Costa Rica	MONSOON	231142	3, 9, 18, 20, 21, 25, 26, 35
Monsoon TM Ltd	Cyprus	MONSOON	52361	14
Monsoon TM Ltd	Cyprus	MONSOON	52362	18
Monsoon TM Ltd	Cyprus	MONSOON	52363	25
Monsoon TM Ltd	Cyprus	MONSOON	64797	35
Monsoon TM Ltd	Dominican Republic	MONSOON	201998	3, 9, 14, 18, 20, 21, 25, 26, 35
Monsoon TM Ltd	Egypt	MONSOON	138922	25
Monsoon TM Ltd	Egypt	MONSOON	156216	35
Monsoon TM Ltd	EUTM	MONSOON	003966124	3, 14, 18, 25, 26
Monsoon TM Ltd	EUTM	MONSOON	003129913	9
Monsoon TM Ltd	EUTM	MONSOON	013930201	16, 27, 28
Monsoon TM Ltd	EUTM	MONSOON	005205752	24
Monsoon TM Ltd	EUTM	MONSOON	005275748	31, 44
Monsoon TM Ltd	EUTM	MONSOON	007301641	32
Monsoon TM Ltd	EUTM	MONSOON	001828151	35

Monsoon TM Ltd	France	MONSOON	1511827	25
Monsoon TM Ltd	Georgia	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Germany	MONSOON	1014650	25
Monsoon TM Ltd	Gibraltar	MONSOON	TM6309	25
Monsoon TM Ltd	Gibraltar	MONSOON	8808	35
Monsoon TM Ltd	Honduras	MONSOON	126613	3
Monsoon TM Ltd	Honduras	MONSOON	126410	9
Monsoon TM Ltd	Honduras	MONSOON	126467	14
Monsoon TM Ltd	Honduras	MONSOON	126452	18
Monsoon TM Ltd	Honduras	MONSOON	126453	20
Monsoon TM Ltd	Honduras	MONSOON	126607	21
Monsoon TM Ltd	Honduras	MONSOON	126411	25
Monsoon TM Ltd	Honduras	MONSOON	126465	26
Monsoon TM Ltd	Honduras	MONSOON	19414	35
Monsoon TM Ltd	Hong Kong	MONSOON	301739890	25, 35
Monsoon TM Ltd	Hong Kong	MONSOON	199601272	25
Monsoon TM Ltd	Iceland	MONSOON	719/1994	14, 25
Monsoon TM Ltd	Iceland	MONSOON	745759	35
Monsoon TM Ltd	India	MONSOON	1241676	35
Monsoon TM Ltd	Indonesia	MONSOON	IDM000572 184	3, 4, 8, 9, 14, 18, 20, 21, 24
Monsoon TM Ltd	Indonesia	MONSOON	IDM000238 982	25
Monsoon TM Ltd	Indonesia	MONSOON	IDM000250 237	35
Monsoon TM Ltd	Iran	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36,

				42
Monsoon TM Ltd	Ireland	MONSOON	106869	25
Monsoon TM Ltd	Israel	MONSOON	97954	3
Monsoon TM Ltd	Israel	MONSOON	157302	14
Monsoon TM Ltd	Israel	MONSOON	157303	18
Monsoon TM Ltd	Israel	MONSOON	157304	25
Monsoon TM Ltd	Israel	MONSOON	161056	35
Monsoon TM Ltd	Japan	MONSOON	801396	14, 18
Monsoon TM Ltd	Japan	MONSOON	745759	35
Monsoon TM Ltd	Japan	MONSOON	5313394	35
Monsoon TM Ltd	Jordan	MONSOON	59935	25
Monsoon TM Ltd	Jordan	MONSOON	69138	35
Monsoon TM Ltd	Korea (South)	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Kuwait	MONSOON	50868	3
Monsoon TM Ltd	Kuwait	MONSOON	28189	25
Monsoon TM Ltd	Kuwait	MONSOON	56253	35
Monsoon TM Ltd	Lebanon	MONSOON	68040	3
Monsoon TM Ltd	Lebanon	MONSOON	163251	25
Monsoon TM Ltd	Lebanon	MONSOON	172871	35
Monsoon TM Ltd	Malaysia	MONSOON	94011158	25
Monsoon TM Ltd	Malta	MONSOON	24191	25
Monsoon TM Ltd	Malta	MONSOON	36212	35
Monsoon TM Ltd	Mexico	MONSOON	1946087	3
Monsoon TM Ltd	Mexico	MONSOON	1926023	9
Monsoon TM Ltd	Mexico	MONSOON	1926024	14
Monsoon TM Ltd	Mexico	MONSOON	1929020	18
Monsoon TM Ltd	Mexico	MONSOON	1926025	25

## Schedule 5 : Intellectual Property

Monsoon TM Ltd	Mexico	MONSOON	1926926	26
Monsoon TM Ltd	Monaco	MONSOON	9515847	25
Monsoon TM Ltd	Monaco	MONSOON	745759	35
Monsoon TM Ltd	Montenegro	MONSOON	12020	3, 9, 14, 18, 20, 21, 25, 26, 35
Monsoon TM Ltd	Morocco	MONSOON	141960	3, 9, 14, 18, 20, 21, 25, 26, 35
Monsoon TM Ltd	New Zealand	MONSOON	1114044	3
Monsoon TM Ltd	New Zealand	MONSOON	991329	25
Monsoon TM Ltd	New Zealand	MONSOON	670243	35
Monsoon TM Ltd	Norway	MONSOON	116929	25
Monsoon TM Ltd	Norway	MONSOON	745759	35
Monsoon TM Ltd	Oman	MONSOON	23893	25
Monsoon TM Ltd	Oman	MONSOON	28910	35
Monsoon TM Ltd	Pakistan	MONSOON	254764	3
Monsoon TM Ltd	Pakistan	MONSOON	254771	9
Monsoon TM Ltd	Pakistan	MONSOON	254770	14
Monsoon TM Ltd	Pakistan	MONSOON	254768	18
Monsoon TM Ltd	Pakistan	MONSOON	254772	25
Monsoon TM Ltd	Pakistan	MONSOON	254769	26
Monsoon TM Ltd	Pakistan	MONSOON	254765	35
Monsoon TM Ltd	Peru	MONSOON	198986	3
Monsoon TM Ltd	Peru	MONSOON	201112	9
Monsoon TM Ltd	Peru	MONSOON	198989	14
Monsoon TM Ltd	Peru	MONSOON	198982	18
Monsoon TM Ltd	Peru	MONSOON	200680	20
Monsoon TM Ltd	Peru	MONSOON	202446	21
Monsoon TM Ltd	Peru	MONSOON	198991	26
Monsoon TM Ltd	Peru	MONSOON	768545	35
Monsoon TM	Qatar	MONSOON	16488	3

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Monsoon TM Ltd	Qatar	MONSOON	12574	25
Monsoon TM Ltd	Qatar	MONSOON	28240	35
Monsoon TM Ltd	Russian Federation	MONSOON	180206	3
Monsoon TM Ltd	Russian Federation	MONSOON	140472	25
Monsoon TM Ltd	Russian Federation	MONSOON	745759	35
Monsoon TM Ltd	Saudi Arabia	MONSOON	141700902 (413/27)	3
Monsoon TM Ltd	Saudi Arabia	MONSOON	143404448	9
Monsoon TM Ltd	Saudi Arabia	MONSOON	391/95	25
Monsoon TM Ltd	Saudi Arabia	MONSOON	725/69	35
Monsoon TM Ltd	Serbia	MONSOON	876552	2, 3, 4, 5, 8, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Singapore	MONSOON	T8801100H	25
Monsoon TM Ltd	Singapore	MONSOON	T0218955E	35
Monsoon TM Ltd	South Africa	MONSOON	2013/10134	20
Monsoon TM Ltd	South Africa	MONSOON	2013/10135	21
Monsoon TM Ltd	South Africa	MONSOON	2013/10136	24
Monsoon TM Ltd	South Africa	MONSOON	93/00666	25
Monsoon TM Ltd	Spain	MONSOON	0946654	25
Monsoon TM Ltd	Switzerland	MONSOON	P2-435336	3
Monsoon TM Ltd	Switzerland	MONSOON	P-311182	25
Monsoon TM Ltd	Switzerland	MONSOON	745759	35
Monsoon TM Ltd	Syria	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Taiwan	MONSOON	01716262	3, 8, 9, 11, 14, 16, 18, 20, 21, 35
Monsoon TM Ltd	Thailand	MONSOON	TM231700	3
Monsoon TM Ltd	Thailand	MONSOON	TM235199	4
Monsoon TM Ltd	Thailand	MONSOON	TM253238	8



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Monsoon TM Ltd	Thailand	MONSOON	TM253239	9
Monsoon TM Ltd	Thailand	MONSOON	TM235200	14
Monsoon TM Ltd	Thailand	MONSOON	TM259759	18
Monsoon TM Ltd	Thailand	MONSOON	TM242042	21
Monsoon TM Ltd	Thailand	MONSOON	SM29392	35
Monsoon TM Ltd	Turkey	MONSOON	2000/13969	25
Monsoon TM Ltd	Turkey	MONSOON	745759	35
Monsoon TM Ltd	Turkmenistan	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	Ukraine	MONSOON	808207	3
Monsoon TM Ltd	Ukraine	MONSOON	801396	14, 18
Monsoon TM Ltd	Ukraine	MONSOON	745759	35
Monsoon TM Ltd	United Arab Emirates	MONSOON	12922	3
Monsoon TM Ltd	United Arab Emirates	MONSOON	12827	25
Monsoon TM Ltd	United Arab Emirates	MONSOON	41507	35
Monsoon TM Ltd	United Kingdom	MONSOON	2006145	2, 18, 20, 42
Monsoon TM Ltd	United Kingdom	MONSOON	1533856	3
Monsoon TM Ltd	United Kingdom	MONSOON	1152143	3, 14, 24, 25
Monsoon TM Ltd	United Kingdom	MONSOON	2114632A	4, 6, 11, 21, 23, 26, 29, 30, 36, 38, 40, 41
Monsoon TM Ltd	United Kingdom	MONSOON	2382784	5, 8
Monsoon TM Ltd	United Kingdom	MONSOON	2446058	9, 11, 35
Monsoon TM Ltd	United Kingdom	MONSOON	UK00002417620	11
Monsoon TM Ltd	United Kingdom	MONSOON	1168772	12
Monsoon TM Ltd	United Kingdom	MONSOON	1138912	25
Monsoon TM Ltd	United Kingdom	MONSOON	2327890	32
Monsoon TM Ltd	United Kingdom	MONSOON	2369007	35, 41, 44
Monsoon TM Ltd	United Kingdom	MONSOON	2224040	35, 38, 42

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Monsoon TM Ltd	United States of America	MONSOON	2818674	4, 20, 21, 24
Monsoon TM Ltd	United States of America	MONSOON	1412439	25
Monsoon TM Ltd	Uzbekistan	MONSOON	MGU20161375	3, 4, 8, 9, 14, 18, 20, 21, 25, 35
Monsoon TM Ltd	Venezuela	MONSOON	P188102	25
Monsoon TM Ltd	Vietnam	MONSOON	801396	14, 18, 25
Monsoon TM Ltd	WIPO	MONSOON	876552	2, 3, 4, 5, 6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 35, 36, 42
Monsoon TM Ltd	WIPO	MONSOON	808207	3
Monsoon TM Ltd	WIPO	MONSOON	801396	14, 18, 25
Monsoon TM Ltd	WIPO	MONSOON	745759	35
Monsoon TM Ltd	Azerbaijan	MONSOON & Cyrillic	20050818	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Georgia	MONSOON & Cyrillic	M 2006 16443 R	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Japan	MONSOON & Kana equivalent	4945099	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Japan	MONSOON & Katakana Equivalent	4945098	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	EUTM	MONSOON ACCESSORIZE	001866565	14, 18, 25, 35
Monsoon TM Ltd	Kazakhstan	MONSOON and Cyrillic Equivalent	21094	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Saudi Arabia	MONSOON CHILDREN	1434000390	35
Monsoon TM Ltd	EUTM	MONSOON FUSION	004781217	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	United Kingdom	MONSOON GIRL	2511032	3
Monsoon TM Ltd	United Kingdom	MONSOON GIRL	2280412	14, 18, 25
Monsoon TM Ltd	United Kingdom	MONSOON HURRICANE	UK00003112313	25
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157911	3
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157910	9
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157909	14
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157908	18
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157907	25
Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157906	26

Monsoon TM Ltd	China	MONSOON in Chinese Characters	7157905	35
Monsoon TM Ltd	Hong Kong	MONSOON in Chinese Characters	301259406	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Belarus	MONSOON in Cyrillic	30224	3, 5, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Russian Federation	MONSOON in Cyrillic	635346	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Moldova (Republic of)	MONSOON in English and Moldovan Cyrillic	015991	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Iran	MONSOON in Farsi	275281	18, 25, 35
Monsoon TM Ltd	Qatar	MONSOON LONDON	99018	35
Monsoon TM Ltd	United Kingdom	MONSOON SPA	UK00003065675	3, 8, 9, 14, 18, 25, 26, 35, 37, 41, 43, 44
Monsoon TM Ltd	Bahrain	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	EUTM	MONSOON STORM	006087282	14, 18, 25, 26, 35
Monsoon TM Ltd	Iceland	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	Norway	MONSOON STORM	961264	25, 26
Monsoon TM Ltd	Russian Federation	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	Singapore	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	South Africa	MONSOON STORM	2007/14284	14
Monsoon TM Ltd	South Africa	MONSOON STORM	2007/14285	18
Monsoon TM Ltd	South Africa	MONSOON STORM	2007/14286	25
Monsoon TM Ltd	South Africa	MONSOON STORM	2007/14287	26
Monsoon TM Ltd	South Africa	MONSOON STORM	2007/14288	35
Monsoon TM Ltd	Turkey	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	United Kingdom	MONSOON STORM	2448345	26
Monsoon TM Ltd	WIPO	MONSOON STORM	961264	14, 18, 25, 26, 35
Monsoon TM Ltd	Russian Federation	MONSOON Stylised	299569	3, 9, 14, 18, 25, 26, 35
Monsoon TM Ltd	Japan	MONSOON TWILIGHT	2378232	25
Monsoon TM Ltd	United Kingdom	MONSOON TWILIGHT	UK00002156084	25
Monsoon TM Ltd	United Kingdom	PREMIUM BOHEMIAN	00003084026	14, 18, 25, 35
Monsoon TM Ltd	United Kingdom	Swoon	UK00003060474	9
Monsoon TM	United Kingdom	Swoon	UK0000305	41

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Trade Mark Applications					
Proprietor	Territory	Trade Mark	Number	Renewal Date	Classes

Design Rights					
Proprietor	Territory	Trade Mark	Number	Renewal Date	Classes

Domain Names	
Proprietor	Domain Name
Accessorize TM Ltd	accessorize.adult
Accessorize TM Ltd	accessorize.app
Accessorize TM Ltd	accessorize.asia
Accessorize TM Ltd	accessorize.at
Accessorize TM Ltd	accessorize.be
Accessorize TM Ltd	accessorize.biz
Accessorize TM Ltd	accessorize.blackfriday
Accessorize TM Ltd	accessorize.blog
Accessorize TM Ltd	accessorize.boutique
Accessorize TM Ltd	accessorize.by
Accessorize TM Ltd	accessorize.careers
Accessorize TM Ltd	accessorize.casa
Accessorize TM Ltd	accessorize.ch
Accessorize TM Ltd	accessorize.chat
Accessorize TM Ltd	accessorize.christmas
Accessorize TM Ltd	accessorize.clothing
Accessorize TM Ltd	accessorize.club
Accessorize TM Ltd	accessorize.cm
Accessorize TM Ltd	accessorize.cn.com
Accessorize TM Ltd	accessorize.co
Accessorize TM Ltd	accessorize.co.nl
Accessorize TM Ltd	accessorize.co.uk
Accessorize TM Ltd	accessorize.com
Accessorize TM Ltd	accessorize.com.au
Accessorize TM Ltd	accessorize.com.cn
Accessorize TM Ltd	accessorize.com.es
Accessorize TM Ltd	accessorize.com.mx
Accessorize TM Ltd	accessorize.com.my
Accessorize TM Ltd	accessorize.com.pe

Accessorize TM Ltd	accessorize.com.pt
Accessorize TM Ltd	accessorize.com.ru
Accessorize TM Ltd	accessorize.com.se
Accessorize TM Ltd	accessorize.cz
Accessorize TM Ltd	accessorize.dk
Accessorize TM Ltd	accessorize.eu
Accessorize TM Ltd	accessorize.fashion
Accessorize TM Ltd	accessorize.fr
Accessorize TM Ltd	accessorize.global
Accessorize TM Ltd	accessorize.gt
Accessorize TM Ltd	accessorize.ie
Accessorize TM Ltd	accessorize.in
Accessorize TM Ltd	accessorize.is
Accessorize TM Ltd	accessorize.jobs
Accessorize TM Ltd	accessorize.li
Accessorize TM Ltd	accessorize.london
Accessorize TM Ltd	accessorize.mobi
Accessorize TM Ltd	accessorize.my
Accessorize TM Ltd	accessorize.net
Accessorize TM Ltd	accessorize.nl
Accessorize TM Ltd	accessorize.no
Accessorize TM Ltd	accessorize.nz
Accessorize TM Ltd	accessorize.pl
Accessorize TM Ltd	accessorize.porn
Accessorize TM Ltd	accessorize.pt
Accessorize TM Ltd	accessorize.pw
Accessorize TM Ltd	accessorize.ru
Accessorize TM Ltd	accessorize.sex
Accessorize TM Ltd	accessorize.shoes
Accessorize TM Ltd	accessorize.site
Accessorize TM Ltd	accessorize.sk
Accessorize TM Ltd	accessorize.space
Accessorize TM Ltd	accessorize.style
Accessorize TM Ltd	accessorize.sx
Accessorize TM Ltd	accessorize.tw
Accessorize TM Ltd	accessorize.uk
Accessorize TM Ltd	accessorize.uy
Accessorize TM Ltd	accessorize.website
Accessorize TM Ltd	accessorize.work
Accessorize TM Ltd	accessorize.world
Accessorize TM Ltd	accessorize.xn--fiq228c5hs
Accessorize TM Ltd	accessorize.xn--fiqs8s
Accessorize TM Ltd	accessorize.xxx
Accessorize TM Ltd	accessorize.xyz
Accessorize TM Ltd	accessorizeaccessories.co.uk
Accessorize TM Ltd	accessorizeaccessories.uk
Accessorize TM Ltd	accessorizeangels.co.uk
Accessorize TM Ltd	accessorizeangels.com
Accessorize TM Ltd	accessorizeangels.uk
Accessorize TM Ltd	accessorizebag.com

Accessorize TM Ltd	accessorizebags.com
Accessorize TM Ltd	accessorizebags.org
Accessorize TM Ltd	accessorizebeach.co.uk
Accessorize TM Ltd	accessorizebeach.com
Accessorize TM Ltd	accessorizebeach.uk
Accessorize TM Ltd	accessorizeblog.com
Accessorize TM Ltd	accessorizegirl.com
Accessorize TM Ltd	accessorizegoorganic.com
Accessorize TM Ltd	accessorizejobs.co.uk
Accessorize TM Ltd	accessorizejobs.com
Accessorize TM Ltd	accessorizejobs.uk
Accessorize TM Ltd	accessorizekidsbeach.co.uk
Accessorize TM Ltd	accessorizekidsbeach.com
Accessorize TM Ltd	accessorizekidsbeach.uk
Accessorize TM Ltd	accessorizelondon.com
Accessorize TM Ltd	accessorizeloves.co.uk
Accessorize TM Ltd	accessorizeloves.com
Accessorize TM Ltd	accessorizeloves.uk
Accessorize TM Ltd	accessorizelovesusa.com
Accessorize TM Ltd	accessorizeme.net
Accessorize TM Ltd	accessorize-nord.it
Accessorize TM Ltd	accessorize-online.com
Accessorize TM Ltd	accessorizeoutletstore.co.uk
Accessorize TM Ltd	accessorizeoutletstore.com
Accessorize TM Ltd	accessorizeoutletstore.uk
Accessorize TM Ltd	accessorizethis.com
Accessorize TM Ltd	accessorize-usa.com
Accessorize TM Ltd	accz.dk
Accessorize TM Ltd	accessorize.ru
Monsoon TM Ltd	artisantrade.co.uk
Monsoon TM Ltd	buymonsoondresses.com
Monsoon TM Ltd	createastorm.co.uk
Monsoon TM Ltd	createastorm.com
Monsoon TM Ltd	createastorm.uk
Monsoon TM Ltd	discountmonsoondresses.com
Monsoon TM Ltd	everygirlcounts.co.in
Monsoon TM Ltd	everygirlcounts.co.uk
Monsoon TM Ltd	everygirlcounts.email
Monsoon TM Ltd	everygirlcounts.in
Monsoon TM Ltd	everygirlcounts.london
Monsoon TM Ltd	everygirlcounts.net
Monsoon TM Ltd	everygirlcounts.uk
Monsoon TM Ltd	everygirlcounts.website
Monsoon TM Ltd	flowersbymonsoon.co.uk
Monsoon TM Ltd	flowersbymonsoon.com
Monsoon TM Ltd	liudmilabakhmat.com
Monsoon TM Ltd	lovemonsoon.co.uk
Monsoon TM Ltd	lovemonsoon.com
Monsoon TM Ltd	monsaccz.co.uk
Monsoon TM Ltd	monsoon.adult

Monsoon TM Ltd	monsoon.app
Monsoon TM Ltd	monsoon.asia
Monsoon TM Ltd	monsoon.blackfriday
Monsoon TM Ltd	monsoon.blog
Monsoon TM Ltd	monsoon.boutique
Monsoon TM Ltd	monsoon.by
Monsoon TM Ltd	monsoon.careers
Monsoon TM Ltd	monsoon.casa
Monsoon TM Ltd	monsoon.chat
Monsoon TM Ltd	monsoon.christmas
Monsoon TM Ltd	monsoon.clothing
Monsoon TM Ltd	monsoon.club
Monsoon TM Ltd	monsoon.cm
Monsoon TM Ltd	monsoon.cn.com
Monsoon TM Ltd	monsoon.co
Monsoon TM Ltd	monsoon.co.il
Monsoon TM Ltd	monsoon.co.uk
Monsoon TM Ltd	monsoon.com.es
Monsoon TM Ltd	monsoon.com.mx
Monsoon TM Ltd	monsoon.com.se
Monsoon TM Ltd	monsoon.cz
Monsoon TM Ltd	monsoon.email
Monsoon TM Ltd	monsoon.es
Monsoon TM Ltd	monsoon.eu
Monsoon TM Ltd	monsoon.fashion
Monsoon TM Ltd	monsoon.fi
Monsoon TM Ltd	monsoon.fr
Monsoon TM Ltd	monsoon.gt
Monsoon TM Ltd	monsoon.hk
Monsoon TM Ltd	monsoon.info
Monsoon TM Ltd	monsoon.is
Monsoon TM Ltd	monsoon.jobs
Monsoon TM Ltd	monsoon.li
Monsoon TM Ltd	monsoon.london
Monsoon TM Ltd	monsoon.lu
Monsoon TM Ltd	monsoon.nl
Monsoon TM Ltd	monsoon.pk
Monsoon TM Ltd	monsoon.porn
Monsoon TM Ltd	monsoon.pt
Monsoon TM Ltd	monsoon.pw
Monsoon TM Ltd	monsoon.ru
Monsoon TM Ltd	monsoon.sex
Monsoon TM Ltd	monsoon.site
Monsoon TM Ltd	monsoon.space
Monsoon TM Ltd	monsoon.style
Monsoon TM Ltd	monsoon.sx
Monsoon TM Ltd	monsoon.uk
Monsoon TM Ltd	monsoon.uy
Monsoon TM Ltd	monsoon.website
Monsoon TM Ltd	monsoon.work

Monsoon TM Ltd	monsoon.world
Monsoon TM Ltd	monsoon.xn--fiq228c5hs
Monsoon TM Ltd	monsoon.xn--fiqs8s
Monsoon TM Ltd	monsoon.xxx
Monsoon TM Ltd	monsoon.xyz
Monsoon TM Ltd	monsoonaccessorize.biz
Monsoon TM Ltd	monsoonaccessorize.co.uk
Monsoon TM Ltd	monsoon-accessorize.co.uk
Monsoon TM Ltd	monsoonaccessorize.com
Monsoon TM Ltd	monsoon-accessorize.dk
Monsoon TM Ltd	monsoonaccessorize.eu
Monsoon TM Ltd	monsoonaccessorize.ie
Monsoon TM Ltd	monsoonaccessorize.info
Monsoon TM Ltd	monsoonaccessorize.uk
Monsoon TM Ltd	monsoon-accessorize.uk
Monsoon TM Ltd	monsoonaccessorizebeach.co.uk
Monsoon TM Ltd	monsoonaccessorizebeach.com
Monsoon TM Ltd	monsoonaccessorizebeach.uk
Monsoon TM Ltd	monsoonaccessorizecareers.co.uk
Monsoon TM Ltd	monsoonaccessorizecareers.com
Monsoon TM Ltd	monsoonaccessorizecareers.uk
Monsoon TM Ltd	monsoonaccessorizeonline.co.uk
Monsoon TM Ltd	monsoonaccessorizeonline.com
Monsoon TM Ltd	monsoonaccessorizeonline.eu
Monsoon TM Ltd	monsoonaccessorizeonline.info
Monsoon TM Ltd	monsoonaccessorizeonline.net
Monsoon TM Ltd	monsoonaccessorizeonline.org
Monsoon TM Ltd	monsoonaccessorizeonline.uk
Monsoon TM Ltd	monsoonartcollection.co.uk
Monsoon TM Ltd	monsoonartcollection.com
Monsoon TM Ltd	monsoonartcollection.org
Monsoon TM Ltd	monsoonbaby.co.uk
Monsoon TM Ltd	monsoonbaby.com
Monsoon TM Ltd	monsoonbaby.uk
Monsoon TM Ltd	monsoonbeach.co.uk
Monsoon TM Ltd	monsoonbeach.com
Monsoon TM Ltd	monsoonbeach.uk
Monsoon TM Ltd	monsoonbeauty.co.uk
Monsoon TM Ltd	monsoonbeauty.uk
Monsoon TM Ltd	monsoonblog.com
Monsoon TM Ltd	monsoonblog.net
Monsoon TM Ltd	monsoonboutique.co.uk
Monsoon TM Ltd	monsoonboutique.uk
Monsoon TM Ltd	monsoonbride.co.uk
Monsoon TM Ltd	monsoonbride.com
Monsoon TM Ltd	monsoonbride.uk
Monsoon TM Ltd	monsoon-children.com
Monsoon TM Ltd	monsoonchildrens.com
Monsoon TM Ltd	monsoonchildrens.gt
Monsoon TM Ltd	monsoonchina.com



Monsoon TM Ltd	monsoonclothesforlife.co.uk
Monsoon TM Ltd	monsoonclothesforlife.com
Monsoon TM Ltd	monsoonclothesforlife.uk
Monsoon TM Ltd	monsoonclothing.com
Monsoon TM Ltd	monsoonclothing.net
Monsoon TM Ltd	monsooncsl.com
Monsoon TM Ltd	monsoondress.co.uk
Monsoon TM Ltd	monsoon-dress.com
Monsoon TM Ltd	monsoondress.net
Monsoon TM Ltd	monsoon-dress.net
Monsoon TM Ltd	monsoondress.uk
Monsoon TM Ltd	monsoondresses.biz
Monsoon TM Ltd	monsoondresses.com
Monsoon TM Ltd	monsoon-dresses.com
Monsoon TM Ltd	monsoondresses.gt
Monsoon TM Ltd	monsoondresses.net
Monsoon TM Ltd	monsoon-dresses.net
Monsoon TM Ltd	monsoondressesonline.com
Monsoon TM Ltd	monsoondressessale.com
Monsoon TM Ltd	monsoondressessale.net
Monsoon TM Ltd	monsoondressesuk.com
Monsoon TM Ltd	monsoondressesuk.net
Monsoon TM Ltd	monsoondressesuk.org
Monsoon TM Ltd	monsoondressesuksale.com
Monsoon TM Ltd	monsoondresssale.com
Monsoon TM Ltd	monsoondressshop.com
Monsoon TM Ltd	monsoondressuk.com
Monsoon TM Ltd	monsoonfashion.com
Monsoon TM Ltd	monsoonfusion.com
Monsoon TM Ltd	monsoongirl.co.uk
Monsoon TM Ltd	monsoongirl.uk
Monsoon TM Ltd	monsoonglobalcraft.com
Monsoon TM Ltd	monsoonhk.com
Monsoon TM Ltd	monsoonhome.co.uk
Monsoon TM Ltd	monsoonhome.com
Monsoon TM Ltd	monsoonhome.uk
Monsoon TM Ltd	monsoonhomeware.com
Monsoon TM Ltd	monsoonhq.co.uk
Monsoon TM Ltd	monsoonhq.uk
Monsoon TM Ltd	monsoonjobs.co.uk
Monsoon TM Ltd	monsoonjobs.com
Monsoon TM Ltd	monsoonjobs.uk
Monsoon TM Ltd	monsoonkid.com
Monsoon TM Ltd	monsoonkids.com
Monsoon TM Ltd	monsoon-kids.com
Monsoon TM Ltd	monsoonkids.gt
Monsoon TM Ltd	monsoonkidsbeach.co.uk
Monsoon TM Ltd	monsoonkidsbeach.com
Monsoon TM Ltd	monsoonkidsbeach.uk
Monsoon TM Ltd	monsoonlondon.com

Monsoon TM Ltd	monsoonloves.co.uk
Monsoon TM Ltd	monsoonloves.com
Monsoon TM Ltd	monsoonloves.uk
Monsoon TM Ltd	monsoononline.co.uk
Monsoon TM Ltd	monsoononline.eu
Monsoon TM Ltd	monsoononline.info
Monsoon TM Ltd	monsoononline.org
Monsoon TM Ltd	monsoononline.uk
Monsoon TM Ltd	monsoonoutletstore.co.uk
Monsoon TM Ltd	monsoonoutletstore.com
Monsoon TM Ltd	monsoonoutletstore.uk
Monsoon TM Ltd	monsoon-rewards.co.uk
Monsoon TM Ltd	monsoon-rewards.uk
Monsoon TM Ltd	monsoon-sale.com
Monsoon TM Ltd	monsoon-sale.net
Monsoon TM Ltd	monsoonstore.biz
Monsoon TM Ltd	monsoonstoreuk.com
Monsoon TM Ltd	monsoonstrust.co.uk
Monsoon TM Ltd	monsoonstrust.com
Monsoon TM Ltd	monsoonstrust.eu
Monsoon TM Ltd	monsoonstrust.org
Monsoon TM Ltd	monsoonstrust.uk
Monsoon TM Ltd	monsoonusa.com
Monsoon TM Ltd	monsoon-usa.com
Monsoon TM Ltd	monsoon-you.co.uk
Monsoon TM Ltd	nottinghillvillage.co.uk
Monsoon TM Ltd	salemonsoondress.com
Monsoon TM Ltd	shopmonsoondresses.com
Monsoon TM Ltd	sisters.uk.com
Monsoon TM Ltd	sistersglobal.co.uk
Monsoon TM Ltd	sistersglobal.com
Monsoon TM Ltd	sistersglobal.org
Monsoon TM Ltd	sistersuk.com
Monsoon TM Ltd	ukmonsoondresses.com
Monsoon TM Ltd	urbancraft.in
Monsoon TM Ltd	xn--80aaojd3aqgba.xn--p1ai
Monsoon TM Ltd	xn--hwqz8yqv3c.xn--3ds443g
Monsoon TM Ltd	xn--hwqz8yqv3c.xn--fiq228c5hs
Monsoon TM Ltd	xn--jprz71ed9m.xn--3ds443g
Monsoon TM Ltd	xn--jprz71ed9m.xn--fiq228c5hs
Monsoon TM Ltd	xn--l1acacqm.xn--p1ai
Monsoon TM Ltd	xn--lsv104d.xn--3ds443g
Monsoon TM Ltd	xn--lsv104d.xn--fiq228c5hs
Monsoon TM Ltd	monsoon.ru

### Unregistered Intellectual Property

**Schedule 6**  
**Third Party Accounts**

<b>Account Holder</b>	<b>Currency</b>	<b>Account number</b>	<b>Sort Code</b>	<b>Bank and Branch Address</b>
Adena Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Adena Services Ltd	GBP	██████	██████	Barclays Bank PLC
Adena Services Ltd	GBP	██████	██████	Barclays Bank PLC
Adena Services Ltd	GBP	██████	██████	Barclays Bank PLC
Adena Services Ltd	EUR	██████	██████	Barclays Bank PLC
Adena Services Ltd	USD	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	USD	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	EUR	██████	██████	Barclays Bank PLC
Monsoon Brands Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	USD	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Brands Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	EUR	██████	██████	Barclays Bank PLC

## Schedule 6 : Third Party Accounts

Monsoon Stores Ltd	USD	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Monsoon Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	GBP	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	EUR	██████	██████	Barclays Bank PLC
Accessorize Stores Ltd	EUR	██████	██████	Barclays Bank PLC

**Schedule 7  
Insurance**

<b>Policy No</b>	<b>Name of Original Chargor</b>	<b>Insurer</b>	<b>Insurance Cover</b>	<b>Period of Insurance</b>

**Schedule 8**  
**Specific Contracts**

**Schedule 9**  
**Notice and acknowledgement of assignment - Third Party Accounts**  
**Part 1 - Notice of assignment**

To: [*Provider of the Secured Account*]

Date: [•]

Dear Sirs

**[*Description of relevant account*] (the "Secured Account")**

- 1 We refer to the Secured Account (which expression shall include all moneys standing to the credit of that account now or in the future).
- 2 We give you notice that by a debenture dated [•] (the "**Debenture**") between us and [•] (the "**Lender**"), we have assigned all of our rights and interests under the Secured Account to the Lender.
- 3 We irrevocably and unconditionally instruct and authorise you:
  - (a) not to release any moneys from the Secured Account without the Lender's written consent;
  - (b) that all our rights in connection with the Secured Account are exercisable only by (or with the consent of) the Lender; and
  - (c) to disclose any information relating to the Secured Account which the Lender may from time to time request.
- 4 You confirm that:
  - (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, deduction, set-off or any other equities against us or the Lender in respect of the Secured Account; and
  - (b) no amendment, waiver or release of any right or obligation in connection with the Secured Account and no termination or rescission of the Secured Account by us shall be effective without the Lender's written consent and in any event no such termination or rescission shall be effective unless you have given notice to the Lender.
- 5 Notwithstanding anything in this notice or otherwise we (and not the Lender or its appointees) shall be liable under the Secured Account to perform all the obligations assumed by us under it.
- 6 The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them.
- 7 Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender.
- 8 This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

For and on behalf of [*name of Chargor*]



**Part 2 - Acknowledgement of assignment notice**

To: [*Lender*]

[*Address*]

For the attention of: [●]

Date: [●]

Dear Sirs

**[*Description of relevant account*]**

- 1 We acknowledge receipt of a notice dated [●] (the "**Notice**") and addressed to us by [*name of Chargor*] (the "**Chargor**").
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice.
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice and consent to the assignment in your favour.
- 4 We acknowledge and confirm that:
  - (a) we have not received notice of any previous assignments or charges of or over the Secured Account;
  - (b) we will not release any moneys from the Secured Account without your written consent;
  - (c) all the Chargor's rights in connection with the Secured Account are exercisable only by you (or with your consent);
  - (d) we will disclose to you any information relating to the Secured Account which you may from time to time request;
  - (e) we do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against you or the Chargor in respect of the Secured Account;
  - (f) no amendment, waiver or release of any right or obligation in connection with the Secured Account and no termination or rescission of the Secured Account by the Chargor shall be effective without your written consent;
  - (g) the Chargor (and not you or your appointees) shall be liable under the Secured Account to perform all the obligations assumed by the Chargor under it; and
  - (h) these instructions may not be altered without your written consent.
- 5 This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

For and on behalf of [*provider of the Secured Account*]

**Schedule 10**  
**Notice and acknowledgement of assignment - Insurance Policies**  
**Part 1 - Notice of assignment**

To: [*Insurer*]

Date: [●]

Dear Sirs

**Policy number [●] (the "Policy")**

- 1 We refer to the Policy, brief details of which are set out below.
- 2 We give you notice that by a debenture dated [●] (the "**Debenture**") between us and [●] (the "**Lender**"), we have assigned all of our rights and interests under the Policy to the Lender.
- 3 We request that the rights of the Lender under this assignment be clearly noted in the Policy and that you provide the Lender with evidence of that notice.
- 4 The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them.
- 5 Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender.
- 6 This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

For and on behalf of [*name of Chargor*]

**Details of the Policy**

Name of insured: [●]

Nature of Policy: [●]

Policy number: [●]

Renewal date: [●]

**Part 2 - Acknowledgement of assignment notice**

To: [*Lender*]

[*Address*]

For the attention of: [•]

Date: [•]

Dear Sirs

**Policy Number [•]**

- 1 We acknowledge receipt of a notice dated [•] (the "**Notice**") and addressed to us by [•] (the "**Chargor**").
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice.
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice.
- 4 We acknowledge and confirm that:
  - (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Chargor under or in respect of the Policy;
  - (b) the interest of the Lender in the Policy regarding which the Chargor has assigned its rights shall be clearly noted and evidence provided to you of that notice; and
  - (c) these instructions may not be altered without your written consent.
- 5 This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....  
For and on behalf of [*Insurer*]

**Schedule 11**  
**Notice and acknowledgement of assignment - Specific Contracts**  
**Part 1 - Notice of assignment**

To: [*Party to Contract*]

Date: [•]

Dear Sirs

**[ *Description of relevant contract including parties and date* ] (the "Contract")**

- 1        We refer to the Contract.
- 2        We give you notice that by a debenture dated [•] (the "**Debenture**") between us and [•] (the "**Lender**"), we have assigned all of our rights and interests under the Contract to the Lender.
- 3        Please note that we may not agree to terminate or amend the Contract in any way, except with the Lender's written consent.
- 4        You are directed to comply with all requests and instructions received by you from the Lender and to pay all sums payable to us under the Contract to the Lender.
- 5        The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them.
- 6        Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender.
- 7        This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....  
For and on behalf of [*name of Chargor*]

**Acknowledgement of notice of assignment**

To: [*Lender*]

[*Address*]

For the attention of: [•]

Date: [•]

Dear Sirs

**[*Description of relevant contract including parties and date*]**

- 1 We acknowledge receipt of a notice dated [•] (the "**Notice**") and addressed to us by [•] (the "**Chargor**").
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice.
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice and consent to the assignment in your favour.
- 4 We acknowledge and confirm that:
  - (a) the Chargor is not entitled to agree to terminate or amend the Contract in any way, except with your written consent;
  - (b) if the Chargor is in breach of any provision under any of the Contract we shall (before enforcing our rights against the Chargor) notify you of the breach and allow you 14 days to remedy the breach;
  - (c) you are under no obligation or liability to remedy any breach or otherwise to comply with any obligation on the part of the Chargor under the Contract; and
  - (d) these instructions may not be altered without your written consent.
- 5 This letter is governed by, and shall be construed in accordance with, English law

Yours faithfully

.....  
For and on behalf of [*party to the Contract*]

**Schedule 12**  
**Form of Security Accession Deed**

**SECURITY ACCESSION DEED**

**DATED**

**PARTIES**

- (1) [●], a company incorporated under the laws of [●] with registered number [●] (the "**New Chargor**");
- (2) **Adena Brands Ltd** (the "**Obligors' Agent**"); and
- (3) **Adena Estate Inc** (the "**Lender**").

**BACKGROUND**

This Deed is supplemental to a debenture dated \_\_\_\_\_ 2020 between the companies listed in Schedule 1 (*The Original Chargors*) of the debenture as original chargors and the Lender as chargee (as supplemented, varied, amended and novated from time to time) (the "**Debenture**").

**THIS DEED WITNESSES as follows:**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

**1.2 Interpretation**

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

**2 ACCESSION OF NEW CHARGOR**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect, undertakes to perform all of the obligations and assume all of the liabilities expressed in the Debenture to be assumed by a Chargor 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 Chargor.

**3 CREATION OF SECURITY**

- 3.1 The New Chargor mortgages and charges to the Lender all its business, undertaking and assets on the terms of Clause 4 (*Mortgages and Charges*) of the Debenture provided that:

- (a) the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 1 (*Real property*);

- (b) the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*);
- (c) the Equipment charged by way of fixed charge shall include the Equipment referred to in Schedule 3 (*Equipment*); and
- (d) the Intellectual Property charged by way of fixed charge shall include the Intellectual Property referred to in Schedule 4 (*Intellectual Property*).

3.2 Where applicable, the New Chargor assigns and agrees to assign absolutely and charges by way of first floating charge all of its assets and undertaking in accordance with the terms of Clause 5 (*Assignments*) and Clause 6 (*Floating Charges*) of the Debenture as if those clauses were set out in full herein, including, without limitation, the assets set out in the Schedules to this Deed, provided that:

- (a) the Insurances assigned absolutely shall include the Insurances referred to in Schedule 5 (*Insurances*);
- (b) the Third Party Accounts assigned absolutely shall include the Third Party Accounts referred to in Schedule 6 (*Third Party Accounts*); and
- (c) the Specific Contracts assigned absolutely shall include the Specific Contracts referred to in Schedule 7 (*Specific Contracts*).

3.3 The New Chargor agrees that if, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the New Chargor shall hold it on trust for the Lender.

#### 4 **POWER OF ATTORNEY**

The New Chargor, by way of security, irrevocably appoints the Lender and any Receiver or Delegate severally to be its attorney in accordance with Clause 18 (*Power of Attorney*) of the Debenture.

#### 5 **GENERAL**

5.1 The Obligors' Agent (for itself and on behalf of each other Chargor) agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the Security granted by each Chargor under (and covenants given by each Chargor in) the Debenture.

5.2 The New Chargor consents to an application being made to the Land Registry in accordance with Clause 17.3 (*Application to the Land Registry*) of the Debenture.

5.3 Except as permitted under the Finance Documents, the New Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Property.

5.4 This Deed is a Finance Document.

#### 6 **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 24 (*Notices*) of the Facility Agreement are as follows:

Address: [•]



Email: [•]

Attention: [•]

7 **GOVERNING LAW AND JURISDICTION**

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

**Executed as a deed and delivered on the date appearing at the beginning of this Deed.**

**Schedule 1 – Real property<sup>1</sup>**

**Schedule 2 – Shares**

**Schedule 3 – Equipment**

**Schedule 4 – Intellectual Property**

**Schedule 5 - Insurances**

**Schedule 6 – Third Party Accounts**

**Schedule 7 – Specific Contracts**

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<sup>1</sup> The schedules to the Accession Deed should follow the same form as those to the Debenture

**SIGNATORIES TO SECURITY ACCESSION DEED**

**THE NEW CHARGOR**

[•]

Executed as a deed by [•] acting by )  
in the presence of: )

Director

Name of witness:

Signature of witness:

Address:

Occupation:

**THE OBLIGORS' AGENT**

Executed as a deed by **ADENA BRANDS** )  
**LTD** acting by a director in the presence )  
of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

**THE LENDER**

**ADENA ESTATE INC**

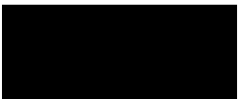


By:

Authorised Signatory

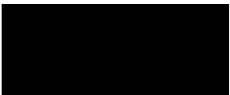


EXECUTION PAGE

THE ORIGINAL CHARGORS

Executed as a deed by **ACCESSORIZE** )  
**BRANDS LTD** acting by a director )  
in the presence of:   
Director

Name of witness: helene Tollon  
Signature of witness:   
Address:   
  
Occupation: 

Executed as a deed by **ACCESSORIZE** )  
**STORES LTD** acting by a director )  
in the presence of:   
Director

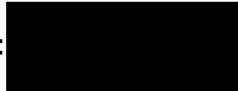
Name of witness: helene Tollon  
Signature of witness:   
Address:   
  
Occupation: 

Executed as a deed by **ACCESSORIZE TM** )  
**LTD** acting by a director )  
in the presence of:

  
Director

Name of witness: helene Tollon

Signature of witness:



Address:



Occupation:

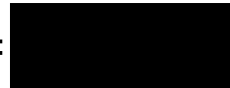


Executed as a deed by **ADENA BRANDS** )  
**LTD** acting by a director )  
in the presence of:

  
Director

Name of witness: helene Tollon

Signature of witness:






Address:






Occupation:



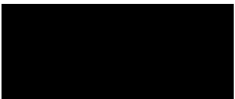


Executed as a deed by **ADENA SERVICES LTD** acting by a director )  
in the presence of: )   
Director

Name of witness: helene Tollon  
Signature of witness:   
Address:   
  
Occupation: 

Executed as a deed by **MONSOON BRANDS LTD** acting by a director )  
in the presence of: )   
Director

Name of witness: helene Tollon  
Signature of witness:   
Address:   
  
Occupation: 

Executed as a deed by **MONSOON STORES LTD** acting by a director )  
in the presence of: )   
Director

Name of witness: helene Tollon  
Signature of witness:   
Address:   
  
Occupation: 

Executed as a deed by **MONSOON TM**  
**LTD** acting by a director  
in the presence of:

)  
)



Director

Name of witness: helene Tollon

Signature of witness:



Address:



Occupation:



#### **THE LENDER**

##### **ADENA ESTATE INC**

By:



Address: Craigmuir Chambers, PO Box 71, Road Town, Tortola, VG1110, British Virgin Islands