

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM320998

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J. Choo Limited		10/16/2014	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS Limited		
<b>Street Address:</b>	100 Liverpool Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 2RH		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3491347	JIMMY CHOO	
<b>Registration Number:</b>	3647551	JIMMY CHOO	
<b>Registration Number:</b>	3647552	JIMMY CHOO	
<b>Serial Number:</b>	75354912	JIMMY CHOO	
<b>Serial Number:</b>	76426351	JIMMY CHOO	
<b>Serial Number:</b>	76584967		
<b>Serial Number:</b>	76584973	JIMMY CHOO	
<b>Serial Number:</b>	85295180	JIMMY CHOO	
<b>Serial Number:</b>	85365801		
<b>Serial Number:</b>	85513004	JIMMY CHEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2128135900		
<b>Email:</b>	assignments@fzlz.com		
<b>Correspondent Name:</b>	LAWRENCE E. APOLZON		
<b>Address Line 1:</b>	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
<b>Address Line 2:</b>	866		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	JCHL 1406727
<b>NAME OF SUBMITTER:</b>	Lawrence E. Apolzon
<b>SIGNATURE:</b>	/anca nicolescu/
<b>DATE SIGNED:</b>	10/23/2014

**Total Attachments: 72**

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EXECUTION VERSION

FIXED AND FLOATING SECURITY DOCUMENT

dated 16 September 2014

created by

*THE COMPANIES LISTED IN SCHEDULE 1*

as the Chargors  
in favour of

*UBS LIMITED*  
as the Security Agent

**Linklaters**

Ref: L-190595/MH/HH

Linklaters LLP

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THIS DEED is dated 16 September 2014 and made between:

- (1) THE COMPANIES listed in Schedule 1 as chargors (the "**Chargors**"); and
- (2) UBS LIMITED as security trustee for the benefit of the Secured Parties (the "**Security Agent**").

**Background**

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents.
- (B) The Board of Directors of each Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of that Chargor and its business.
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

"**Agreed Security Principles**" has the meaning given to that term in the Facilities Agreement.

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement entered on or about the date hereof between, among others, Choo Luxury Finance Limited as the Company, Choo Luxury Holdings Limited, Jimmy Choo Limited, Jimmy Choo (Holdings) Limited, Choo Luxury Group Limited and UBS Limited as Agent and Security Agent, in relation to the Facilities Agreement and the Intercreditor Agreement.

"**Assigned Accounts**" means the account(s) listed in Schedule 8 (*Assigned Accounts*) together with all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts but which, for the avoidance of doubt, shall expressly exclude at all times any Excluded Account.

"**Assigned Contracts**" means, with respect to a Chargor, the agreements, contracts and documents listed opposite its name in Schedule 6 (*Assigned Contracts*) or any of them.

"**August 2011 Security Document**" means the fixed and floating security document dated 15 August 2011 created by the Chargors (as defined therein) in favour of the Security Agent.

"**Book Debts**" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Assigned Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

**"Charged Assets"** means:

- (a) the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets;
- (b) the Assigned Contracts; and
- (c) the Assigned Accounts.

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to this Deed.

**"Currency of Account"** means the currency in which the relevant indebtedness is denominated or, if different, is payable.

**"Declared Default"** means a Declared Default (as defined in the Facilities Agreement), or the occurrence of any other Event of Default referred to in paragraph (b) or (c) of clause 28.21 (*Acceleration*) of the Facilities Agreement.

**"Delegate"** means a delegate or sub-delegate appointed under Clause 19.2 (*Delegation*).

**"Effective Date"** has the meaning given to that term in the Amendment and Restatement Agreement.

**"Excluded Accounts"** means the accounts listed in Schedule 10 (*Excluded Accounts*) being the accounts in which cash collateral sums are deposited in respect of any of the Existing Letters of Credit.

**"Existing Security Documents"** means the August 2011 Security Document and the June 2011 Security Document, or either of them, as the case may be.

**"Facilities Agreement"** means the facilities agreement originally dated 28 June 2011 and between, amongst others, Choo Luxury Holdings Limited, Choo Luxury Finance Limited as the Company, the Agent and the Security Agent, as amended on 30 June 2011, 9 May 2012, 10 August 2012, 5 October 2012, 17 June 2014 and by the Amendment and Restatement Agreement.

**"Finance Document"** has the meaning given to that term in the Facilities Agreement.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Group"** has the meaning given to that term in the Facilities Agreement.

**"Insolvency Act"** means the Insolvency Act 1986.

**"Insurances"** of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

**"Intellectual Property"** has the meaning given to that term in the Facilities Agreement.

**"Intellectual Property Offices"** means the competent authorities for the registration, filing, granting and maintenance of the Intellectual Property in all the jurisdictions where the Intellectual

Property is registered or where an application for the registration of the Intellectual Property has been or will be made including any relevant registries of any supra-national Intellectual Property.

**"Intra-Group Liabilities"** has the meaning given to that term in the Intercreditor Agreement.

**"Investments"** of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depository receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or Investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

**"June 2011 Security Document"** means the fixed and floating security document dated 30 June 2011 created by Choo Luxury Holdings Limited and Choo Luxury Finance Limited, as Chargors (as defined therein), in favour of the Security Agent.

**"JV Investment"** of a Chargor means any Investment in respect of a Joint Venture for which the prior consent of the other parties to that Joint Venture is required in order for that Chargor to charge its interest in that Investment.

**"Liabilities"** of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to the Secured Parties under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

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

**"Material Intellectual Property"** has the meaning given to that term in the Facilities Agreement.

**"Material IP Jurisdictions"** has the meaning given to that term in the Facilities Agreement.

**"Material IP Offices"** has the meaning given to that term in the Facilities Agreement.

**"Material Real Property"** means:

- (a) a freehold property which is Real Property having a value in excess of [REDACTED] (or its equivalent);
- (b) a leasehold property with a tenor of 20 years or more; or
- (c) a leasehold property with a tenor of up to 20 years where there is an option to acquire the freehold property which has been exercised and where that freehold will have a value in excess of [REDACTED] (or its equivalent).

"Party" means a party to this Deed.

"Perfection Requirements" means the making of the appropriate registrations of this Deed with the Registrar of Companies, the Land Registry, the Land Charges Registry and the Intellectual Property Offices.

"Permitted Security" has the meaning given to that term in the Facilities Agreement.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement.

"Security" has the meaning given to that term in the Facilities Agreement.

"Security Interest" means any or all of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

"Specified IP" means the registered trade marks and trade mark applications owned by a Chargor and registered or filed at the Material IP Offices (excluding any abandoned trade marks or withdrawn trade mark applications), a current list of which is set out in Schedule 5 (*Specified Intellectual Property*).

"Structural Intra-Group Loans" has the meaning given to that term in the Facilities Agreement.

"Tax" has the meaning given to that term in the Facilities Agreement.

"Transaction Security Document" has the meaning given to that term in the Facilities Agreement.

## 1.2 Construction

(a) Unless a contrary indication appears, any reference in this Deed to:

- (i) "assets" includes present and future properties, revenues and rights of every description;
- (ii) a "Chargor", any "Party", the "Security Agent" or any "Secured Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (iii) a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;

;

- (iv) **"Indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (v) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
  - (vi) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
  - (vii) a provision of law is a reference to that provision as amended or re-enacted.
  - (b) Clause and Schedule headings are for ease of reference only.
  - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Deed.
  - (d) A Declared Default is **"continuing"** if it has not been waived.
- 1.3 Third Party Rights**  
A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 1.4 Effective Date**  
Notwithstanding any other provision of this Deed, the provisions of this Deed take effect only on and from the Effective Date.
- 1.5 Confirmation**  
The Parties agree that the Security created by each Existing Security Document remains in full force and effect, notwithstanding the provisions of this Deed or the amendments and transactions contemplated by the Amendment and Restatement Agreement.
- 2. UNDERTAKING TO PAY**
- 2.1 Payment of Liabilities**  
Each Chargor shall pay each of its Liabilities when due in accordance with its terms.
- 2.2 Proportionate payment**  
Each sum appropriated by the Security Agent in accordance with the Finance Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Liabilities both to any Finance Party to which the same is owed, and to the Security Agent.
- 3. FIXED CHARGES**
- 3.1 Fixed charges**  
Each Chargor, with full title guarantee (save for as a result of any Security created pursuant to an Existing Security Document) and as security for the payment of all Liabilities (whether of that

Chargor or any other Obligor), charges in favour of the Security Agent (as trustee for the Secured Parties):

- (a) by way of first (other than any first-ranking Security created pursuant to an Existing Security Document) legal mortgage, all Material Real Property in England and Wales (including that described in Schedule 3 (*Material Real Property*)) now belonging to it;
- (b) by way of first (other than any first-ranking Security created pursuant to an Existing Security Document) fixed equitable charge, all other Material Real Property now belonging to it and all Material Real Property acquired by it in the future; and
- (c) by way of first (other than any first-ranking Security created pursuant to an Existing Security Document) fixed charge all its present and future:
  - (i) Investments (including the shares described in Schedule 4 (*Investments*)) but excluding any JV Investments;
  - (ii) uncalled capital and goodwill;
  - (iii) Intellectual Property (including that described in Schedule 5 (*Specified Intellectual Property*));
  - (iv) plant and machinery (including that described in Schedule 11 (*Plant and machinery*)) (except that mortgaged or charged by paragraph (a) or (b) of this Clause 3.1);
  - (v) beneficial interest in any pension fund;
  - (vi) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
  - (vii) Assigned Contracts, to the extent not validly and/or effectively assigned under Clause 5 (*Assignment*) or Clause 7 (*Assigned Contracts*) or the Existing Security Documents; and
  - (viii) Assigned Accounts, to the extent not validly and/or effectively assigned under Clause 5 (*Assignment*) or Clause 7 (*Assigned Contracts*) or the Existing Security Documents.

### 3.2 Jersey Incorporated Chargors

The fixed charges created under Clause 3.1 (*Fixed Charges*) will not apply to assets that are subject to Transaction Security (as defined in the Facilities Agreement) governed by the laws of Jersey.

## 4. FLOATING CHARGE

### 4.1 Creation

Each Chargor, with full title guarantee (save for as a result of the Security created pursuant to the Existing Security Documents) and as security for the payment of all Liabilities charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first (other than any first-ranking Security created pursuant to an existing Security Document) floating charge its undertaking and all its assets, both present and future (including all its Real Property, JV

Investments, Book Debts or any other assets expressed to be charged by Clause 3 (*Fixed Charges*) or assigned pursuant to Clauses 5 (*Assignment*) or 7 (*Assigned Contracts*)).

**4.2 Qualifying Floating Charge**

- (a) The floating Charge created by each Chargor pursuant to Clause 4.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

**4.3 Ranking**

The floating Charge created by a Chargor pursuant to this Clause 4 ranks:

- (a) behind all the fixed Charges created by that Chargor; but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for:
  - (i) any first ranking Security created pursuant to the Existing Security Documents; and
  - (ii) Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*).

**4.4 Conversion by notice**

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically):

- (a) if it considers necessary to do so in order to protect or preserve the Charges over these Charged Assets where those Charged Assets are reasonably likely to be in jeopardy or in danger of being seized, and/or otherwise to protect the priority of those Charges; and/or
- (b) while a Declared Default is continuing.

**4.5 Automatic conversion**

If:

- (a) a Chargor takes any step to create any Security in breach of Clause 6.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets constituting an Event of Default under clause 28.9 (*Creditors' process*) or clause 28.15 (*Expropriation*) of the Facilities Agreement,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

**4.6 Jersey Incorporated Chargors**

The floating charge created under this Clause 4 will not apply to assets that are subject to Transaction Security (as defined in the Facilities Agreement) governed by the laws of Jersey.

**5. ASSIGNMENT**

**5.1 Assigned Contracts**

Each Chargor, with full title guarantee (save for as a result of the Security created pursuant to the Existing Security Documents) and as security for the payment of all Liabilities, to the extent capable of being assigned by way of security, assigns by way of security to the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of that Chargor, under or in connection with the Assigned Contracts.

**5.2 Assigned Accounts**

Each Chargor, with full title guarantee (save for as a result of the Security created pursuant to the Existing Security Documents) and as security for the payment of all Liabilities to the extent capable of being assigned by way of security assigns by way of security to the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Assigned Accounts.

**6. RESTRICTIONS AND FURTHER ASSURANCE**

**6.1 Security**

(a) No Chargor shall create or permit to subsist any Security over any Charged Asset except for:

- (i) the Charges;
- (ii) any Permitted Security over any asset which is not then subject or expressed to be charged by Clause 3 (*Fixed Charges*) or assigned pursuant to Clauses 5 (*Assignment*) or 7 (*Assigned Contracts*) (other than as permitted by Clause 10.4 (*Restrictions on dealing with Assigned Accounts*));
- (iii) any Permitted Security under any of paragraphs (a), (c), (e) to (k), (n) to (q) of the definition of Permitted Security; and
- (iv) any Security created pursuant to the Existing Security Documents.

(b) For the avoidance of doubt and notwithstanding the provisions of clause 6.1 (*Security*), clause 10.4 (*Restrictions on dealing with Bank Accounts*) or clause 14 (*General Undertakings*) of each Existing Security Document, the Parties agree to the creation of the Charges and agree that the creation of the Charges in this Deed does not prejudice the Security created pursuant to the Existing Security Documents.

**6.2 Disposal**

No Chargor shall (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for assets the disposal of which is a Permitted Disposal or is otherwise expressly permitted by any Finance Document.

**6.3 Further assurance**

Subject to the Agreed Security Principles, each Chargor shall promptly do whatever the Security Agent reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges (including, for the avoidance of doubt, by making any registration, notice, taking possession or other action required to be taken, to perfect or protect the Charges over any assets notified to the Security Agent in accordance with this Deed); and
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

#### 6.4 **Non-compliance with Existing Security Documents**

For the avoidance of doubt, nothing in this Deed shall operate as a release of any Security created pursuant to, or any rights and remedies which the Security Agent may have under, the Existing Security Documents, and there will not be a failure to comply with the provisions of the Existing Security Documents (for the avoidance of doubt, including the representations and undertakings) by virtue only of entering into this Deed.

### 7. **ASSIGNED CONTRACTS**

#### 7.1 **Documents**

Each Chargor shall on the Effective Date deliver to the Security Agent executed originals of all Assigned Contracts (or certified copies thereof) as now in effect and not already delivered to the Security Agent, and shall promptly execute and/or deliver such other documents relating to the Assigned Contracts as the Security Agent requires (acting reasonably).

#### 7.2 **Notice of assignment**

Each Chargor shall give notice of the assignments in Clause 5.1 (*Assigned Contracts*) as soon as reasonably practicable but in any event within 10 Business Days:

- (a) of the Effective Date; and
- (b) from the Effective Date, of the date of any Assigned Contract in which it now or in the future has an interest,

substantially in the form set out in Schedule 7 (*Form of Notice of Assignment*) (or such other form as is acceptable to the Security Agent) and shall use its reasonable endeavours to ensure that each recipient of any notice signs and returns the form of acknowledgement requested in that notice within 20 Business Days, in each case to the extent that notice over the relevant Assigned Contract has not already been given under the Existing Security Document.

#### 7.3 **Chargor still liable**

Each Chargor shall remain liable to perform all its obligations under the Assigned Contracts. Neither the Security Agent nor any Delegate shall be under any obligation or liability to the Chargor or any other person under or in respect of any Assigned Contract.

#### 7.4 **No variation etc.**

Where to do so would breach a term of any Finance Document, no Chargor shall:

- (a) amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of any Assigned Contract;
- (b) exercise any right to rescind, cancel or terminate any Assigned Contract;
- (c) release any counterparty from any obligations under any Assigned Contract;
- (d) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach; or
- (e) except as provided in this Deed, novate, transfer or assign any of its rights under any Assigned Contract.

**7.5 Breach**

Each Chargor shall notify the Security Agent of:

- (a) any material breach of or default under an Assigned Contract by it or any other party;
- (b) any right of it or any other party arising to rescind, cancel or terminate an Assigned Contract; and
- (c) any claim made or to be made by it or any other party under or in connection with an Assigned Contract,

promptly on becoming aware of the same. Each Chargor shall provide the Security Agent with reasonable details of any such claim and its progress and notify the Security Agent as soon as practicable upon that claim being resolved.

**7.6 Exercise of rights**

At any time while a Declared Default is continuing, each Chargor shall exercise all its rights, powers and discretions under each Assigned Contract in accordance with the instructions of the Security Agent.

**7.7 Information**

Each Chargor shall promptly supply the Security Agent with such information regarding the Assigned Contracts as the Security Agent reasonably requires.

**8. REAL PROPERTY**

**8.1 Acquisition**

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Material Real Property.

**8.2 Documents**

Each Chargor shall deposit with the Security Agent, and the Security Agent shall be entitled to hold during the continuance of the Security constituted by this Deed, all title deeds and documents relating to that Chargor's present and future Material Real Property.

**8.3 Existing Material Real Property**

In the case of a Chargor's existing Material Real Property in England and Wales, that Chargor shall:

- (a) promptly apply to the Land Registry for first registration of that Material Real Property (where that Material Real Property is not already registered at the Land Registry) and/or registration of that Chargor as proprietor of that Material Real Property;
- (b) promptly apply to the Land Registry to register the legal mortgage created by paragraph (a) of Clause 3.1 (*Fixed Charges*) and notice of all other Charges;
- (c) promptly apply to the Land Registry requesting:
  - (i) a restriction in the form specified by the Security Agent; and
  - (ii) an obligation to make further advances,
 to be entered on the register of the title to that Material Real Property in respect of any relevant Charges; and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

#### 8.4 Future Material Real Property

In the case of a Chargor's future Material Real Property in England and Wales, that Chargor shall:

- (a) promptly apply to the Land Registry for registration of that Material Real Property (where that Material Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Material Real Property;
- (b) promptly apply to the Land Registry to register any relevant Charges;
- (c) promptly apply to the Land Registry requesting:
  - (i) a restriction in the form specified by the Security Agent; and
  - (ii) the obligation to make further advances,
 to be entered on the register of the title to that Material Real Property in respect of any relevant Charges; and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

#### 8.5 Unregistered Real Property

In the case of a Chargor's Material Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Chargor will promptly apply to register this Deed and the relevant Charges at the Land Charges Registry

If the title deeds and documents are not deposited with the Security Agent in accordance with Clause 8.2 (*Documents*).

**8.6 Legal charge**

As Security for the Liabilities, each Chargor shall promptly execute and deliver to the Security Agent such legal charge of such of its Material Real Property, which are subject to Security created under this Deed, from time to time in England and/or Wales as the Security Agent requires. The relevant Chargor shall promptly apply to the Land Registry for registration of any such legal charge in the same way as set out in paragraphs (a) - (d) of Clause 8.3 (*Existing Material Real Property*), unless the Security Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in Clause 8.3 (*Existing Material Real Property*).

**8.7 Title Information Document**

On completion of the registration of any Charge pursuant to this Clause 8 (*Real Property*), the relevant Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry or, as the case may be, Certificate of Registration of Land Charge issued by the Land Charges Registry.

**8.8 Compliance with obligations**

Each Chargor shall comply with any material covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property.

**8.9 Leases**

**(a) Each Chargor:**

- (i) shall comply with all obligations imposed on it, and enforce the due observance and performance of all obligations of all other persons of which it has the benefit, under any lease of Real Property;
- (ii) shall not exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor; and
- (iii) shall not exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by the general law,

to the extent that any failure to comply with this paragraph (a) would materially and adversely affect the Charges.

**(b) The Security Agent shall, at the cost of a Chargor, release from the Charges any Real Property which is a leasehold where the lessor of that leasehold:**

- (i) has not consented to such a Charge; and
- (ii) has begun, or threatened to take, forfeiture proceedings in respect of that leasehold.

**8.10 Notices**

Each Chargor shall produce to the Security Agent within 20 days of receipt by it a copy of every notice, order or proposal affecting any of its Material Real Property which may materially and adversely affect the Charges and comply with such notice, order or proposal and (if so

requested by the Security Agent acting reasonably) take such other steps as the Security Agent (acting reasonably) may think fit.

**9. BOOK DEBTS**

**9.1 Collection**

At any time while a Declared Default, is continuing, each Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Security Agent.

**9.2 Payment into designated Assigned Account(s)**

Each Chargor shall as soon as reasonably practicable pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into an Assigned Account (or, if one or more Assigned Accounts have been designated for this purpose by the Security Agent, the relevant Assigned Account(s)).

**9.3 Restrictions on dealing with Book Debts**

Without prejudice and in addition to Clauses 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*):

- (a) except for the Security referred to in Clause 6.1 (*Security*), no Chargor shall create or permit to subsist any Security over all or any part of any of its Book Debts; and
- (b) except as required by Clause 6.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts.

**9.4 Documents**

The Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent requires.

**10. ASSIGNED ACCOUNTS**

**10.1 Notice of Assignment**

Each Chargor shall give notice of the assignment in Clause 5.2 (*Assigned Accounts*) as soon as reasonably practicable but in any event within 10 Business Days:

- (a) of the Effective Date; and
- (b) from the Effective Date, of the opening of a current, deposit or other account with any bank or financial institution in the future,

substantially in the form set out in Schedule 9 (*Form of Notice of Assignment*) (or such other form as is acceptable to the Security Agent) and shall use its reasonable endeavours to ensure that each recipient of any notice signs and returns the form of acknowledgement requested in that notice within 20 Business Days of service.

**10.2 Information**

Each Chargor shall promptly supply the Security Agent with such information regarding the Assigned Accounts as the Security Agent requires.

### 10.3 Balance on Assigned Accounts

Each Chargor shall have no interest in any current, deposit or other account with any bank or financial institution other than the Assigned Accounts and the Excluded Accounts.

### 10.4 Restrictions on dealing with Assigned Accounts

Without prejudice and in addition to Clause 6.1 (*Security*), 6.2 (*Disposal*) and 6.3 (*Further assurance*):

- (a) except for the Charges and the Security created pursuant to an Existing Security Document, the Chargor shall not create or have outstanding any Security over all or any part of:
  - (ii) its Assigned Accounts other than as set out in paragraphs (a) and (c) of the definition "Permitted Security"; and
  - (iii) any Excluded Account other than as set out in paragraph (f) of the definition of "Permitted Security"; and
- (a) except as required by Clause 6.3 (*Further assurance*), the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Assigned Accounts.

## 11. INVESTMENTS

### 11.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, investments having an aggregate value in excess of £ [REDACTED] (or its equivalent).

### 11.2 Documents

Each Chargor shall:

- (a) except to the extent the Security Agent notifies that Chargor from time to time to the contrary, deposit with the Security Agent during the continuance of the Charges, or as it directs, all certificates representing its Investments; and
- (b) execute and/or deliver to the Security Agent such other documents relating to its Investments, including transfers of Investments executed in blank, as the Security Agent (acting reasonably) requires.

### 11.3 Voting before enforcement

Subject to Clause 11.4 (*Voting after enforcement*), each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise of or failure to exercise those rights would not have a materially adverse effect on the value of the relevant Investment or the Charged Assets and would not otherwise materially prejudice the interests of the Security Agent under any Finance Document.

#### **11.4 Voting after enforcement**

At any time while a Declared Default is continuing:

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

#### **11.5 Power of attorney**

If any Investment of a Chargor is not held in that Chargor's name, that Chargor shall promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires provided that such power of attorney shall not be exercisable until such time as a Declared Default is continuing.

#### **11.6 Communications**

Each Chargor shall promptly execute and/or deliver to the Security Agent a copy of each circular, notice, report, set of accounts or other material document received by it or its nominee in connection with any Investment, as the Security Agent requires (acting reasonably).

### **12. INTELLECTUAL PROPERTY**

#### **12.1 Acquisition**

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, (by licence or otherwise) any Material Intellectual Property:

- (a) in any Material IP Jurisdiction; or
- (b) registered or applied for at the Office of Harmonisation for the Internal Market of the European Union or at the World Intellectual Property Organisation,

and any application by it or on its behalf to register any Material Intellectual Property at any Material IP Office.

#### **12.2 Maintenance**

Each Chargor shall preserve and maintain in full force and effect and preserve its ability to enforce, all Material Intellectual Property from time to time, including:

- (a) paying all renewal fees and taxes relating to all registered Material Intellectual Property held by it;
- (b) performing and complying with all material laws and material obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such Material Intellectual Property;

- (c) not discontinuing the use of any registered trade mark which forms part of the Material Intellectual Property for a continuous period of five years or more;
- (d) obtaining registrations for Material Intellectual Property where registration is necessary in order to preserve and/ or validate the Material Intellectual Property rights or interests of that Chargor. For the avoidance of doubt, this paragraph (d) shall not require the Chargors to register any design rights or copyright subsisting in product designs anywhere in the world;
- (e) commencing and diligently undertaking the prosecution of infringement actions or oppositions against third parties where considered appropriate in respect of Material Intellectual Property in the context of the Intellectual Property portfolio of the business as a whole; and
- (f) taking all reasonably necessary steps (including legal proceedings) to enforce the confidentiality of and prevent any improper use of any trade secret which is Material Intellectual Property.

provided that any failure to comply with any part of this Clause 12.2 shall not be a breach of this Clause 12.2 to the extent that any dealing with Intellectual Property which would otherwise be a breach is contemplated by the definitions of Permitted Transaction and/or Permitted Disposal as such terms are defined in the Facilities Agreement.

#### 12.3 Grant

Without prejudice to Clause 6.2 (*Disposal*), no Chargor shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property (unless the Intellectual Property in question is no longer required for the Chargor's business or operations).

#### 12.4 Perfection Requirements

Without prejudice to Clause 6.3 (*Further Assurance*), each Chargor shall, at its own expense:

- (a) with respect to the Specified IP, as soon as reasonably practicable and in any event within 3 months from the Effective Date; and
- (b) with respect to all Specified IP which does not yet exist on the Effective Date, as soon as reasonably practicable and in any event within 3 months of the date of its coming in to existence,

in each case:

- (i) submit to the relevant Intellectual Property Offices such documents necessary to record and perfect the Charges with respect to such registration or application;
- (ii) ensure that all requirements, demands and queries made by any Intellectual Property Office in connection with such registration or application are dealt with promptly in order to comply with any perfection formality in relation to all relevant Intellectual Property; and
- (iii) forward copies of all such documents to the Security Agent promptly after submission thereof as well as any material documents received from such

Intellectual Property Office that provides evidence of the application to register and the registration of such assignment and security.

**13. INSURANCE**

**13.1 Documents**

Each Chargor shall promptly:

- (a) execute and/or deliver to the Security Agent a copy of such insurance policies effected by it and the related premium receipts, and such other documents relating to the Insurances, as the Security Agent requires (unless any such documents have already been delivered to the Security Agent); and
- (b) procure that the fixed Charges over its Insurances are noted on the relevant policies (unless any such notification has already been made pursuant to the terms of the Existing Security Documents).

**13.2 Maintenance**

Each Chargor shall maintain such Insurances in respect of its Charged Assets, in respect of such risks as are normally maintained by prudent companies carrying on similar businesses. If the Security Agent so requires, those Insurances (and any other insurances in respect of such risks as the Security Agent reasonably requires) shall be maintained with such insurers, in such amounts and on such terms as the Security Agent reasonably requires.

**13.3 Enforceability**

No Chargor shall do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable.

**13.4 Security Agent may insure**

If any Chargor fails within 10 Business Days of demand to produce copies of insurance policies, premium receipts and such other evidence as the Security Agent requires which prove to the satisfaction of the Security Agent that that Chargor is complying with Clause 13.2 (Maintenance), the Security Agent may (at that Chargor's expense) arrange such insurances of the assets of that Chargor or any of them as it thinks fit.

**14. GENERAL UNDERTAKINGS**

**14.1 Perfection Requirements**

Each Chargor shall promptly comply with any relevant Perfection Requirements.

**14.2 No fixing**

No Chargor shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset.

**14.3 No other prejudicial conduct**

- (a) Subject to paragraph (b) below, no Chargor shall do, or permit to be done, anything which could prejudice the Charges.
- (b) For the avoidance of doubt, paragraph (a) above shall not apply to the extent such prejudice relates to the recharacterisation of a fixed charge as a floating charge due to any act or omission of an Obligor which is otherwise permitted by this Deed or the Existing Security Documents.

**14.4 Documents**

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to the Assigned Accounts and Assigned Contracts as the Security Agent requires.

**14.5 Subordination**

Each Chargor acknowledges that on and from the Effective Date, each Structural Intra-Group Loan (including, for the avoidance of doubt the Target Loan Notes), and the obligations and rights of each Chargor thereunder, are subject to the terms of the Intercreditor Agreement as Intra-Group Liabilities. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of (i) the Target Loan Notes or (ii) any Structural Intra-Group Loan, the terms of the Intercreditor Agreement shall prevail.

**15. REPRESENTATIONS AND WARRANTIES**

Subject to Clause 15.5 (*Chargor's disclosure*) below, each Chargor makes the representations and warranties set out in this Clause 15 (*Representations and Warranties*) (other than Clause 15.5 (*Chargor's disclosure*) below) to the Security Agent on the Effective Date.

**15.1 Terms of Accounts**

The description of the Assigned Accounts in Schedule 8 (*Assigned Accounts*) is complete and accurate as at the Effective Date.

**15.2 Assigned Contracts**

- (a) The details set out in Schedule 6 (*Assigned Contracts*) are a complete and accurate description of the Assigned Contracts.
- (b) The Assigned Contracts remain in full force and effect without amendment, supplement or variation.
- (c) No breach or default has occurred and is continuing under any of the Assigned Contracts.
- (d) No right has arisen for it or any other party to rescind, cancel or terminate any of the Assigned Contracts.
- (e) No claim has been made by it or any other party under or in connection with any of the Assigned Contracts.

**15.3 Intellectual Property**

The list of Specified IP set out in Schedule 5 (*Specified Intellectual Property*) is complete and accurate in all material respects as at the Effective Date.

**15.4 All assets**

The assets set out in each of Schedules 3 (*Material Real Property*) to 6 (*Assigned Contracts*), Schedule 8 (*Assigned Accounts*) and Schedule 11 (*Plant and Machinery*) in relation to each Chargor constitute all of the relevant class of assets in which that Chargor has an interest as at the Effective Date.

**15.5 Chargor's disclosure**

Each Chargor's representations and warranties in this Clause 15 in relation to the contents of the Schedules to this Agreement are subject to any specific changes to the contents that have been disclosed in writing by (or expressly on behalf of) that Chargor to the Security Agent (on

behalf of the Lenders) between the date of this Agreement and up to and including the Effective Date, provided that such disclosure is in the form of a revised form of the relevant Schedule setting out the complete and accurate information.

**16. DECLARED DEFAULT**

The Charges shall become immediately enforceable if a Declared Default occurs.

**17. ENFORCEMENT**

**17.1 When enforceable**

- (a) While a Declared Default is continuing, the Security Agent may in its absolute discretion enforce all or any part of the Charges in any manner it sees fit.
- (b) As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while a Declared Default is continuing.

**17.2 Power of sale**

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the Effective Date.

**17.3 Section 103 LPA**

Section 103 of the LPA shall not apply to this Deed.

**18. APPOINTMENT AND RIGHTS OF RECEIVERS**

**18.1 Appointment of Receivers**

If:

- (a) requested by any Chargor;
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Chargor;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any Chargor;
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Chargor or any of its assets;
  - (iv) enforcement of any Security over any assets of any Chargor; or
  - (v) any analogous procedure or step is taken in any jurisdiction,except if such procedure or step is in relation to:

- (A) any winding-up petition which is frivolous or vexatious and/or is being contested in good faith and, in each case, is discharged, stayed or dismissed within 30 days of commencement; or
- (B) any step or procedure contemplated by paragraph (c) of the definition of Permitted Transaction; or
- (c) any other Declared Default is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

#### **18.2 Scope of appointment**

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

#### **18.3 Rights of Receivers**

Any Receiver appointed pursuant to this Clause 18 shall have the rights, powers, privileges and immunities conferred by law, including the LPA and the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

#### **18.4 Agent of Chargor**

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

#### **18.5 Remuneration**

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

### **19. SECURITY AGENT'S RIGHTS**

#### **19.1 Same rights as Receiver**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

## **19.2 Delegation**

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

## **19.3 Financial collateral arrangement**

To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations")) the Security Agent shall have the right:

- (a) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Regulations ("Financial Collateral")), in which case the Security Agent shall comply with the requirements of the Regulations as to obtaining "equivalent financial collateral" (as defined in the Regulations); and
- (b) (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Liabilities in accordance with the Regulations.

## **20. ORDER OF DISTRIBUTIONS**

### **20.1 Application of proceeds**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 20.2 (*Order of distributions*).

### **20.2 Order of distributions**

The order referred to in Clause 20.1 (*Application of proceeds*) is:

- (a) in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him;
- (b) in or towards the payment of the Liabilities in such order as the Security Agent thinks fit; and
- (c) in payment of any surplus to any Chargor or other person entitled to it.

## **21. LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES**

### **21.1 Possession**

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 21.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

### **21.2 Security Agent's liability**

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default,

omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

## **22. POWER OF ATTORNEY**

### **22.1 Appointment**

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which that Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, or under any law, including the LPA and the Insolvency Act,

provided that such power of attorney shall not be exercisable until such time as an Event of Default is continuing.

### **22.2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 22.1 (*Appointment*).

## **23. PROTECTION OF THIRD PARTIES**

### **23.1 No duty to enquire**

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

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

### **23.2 Protection to purchasers**

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

## **24. SAVING PROVISIONS**

### **24.1 Continuing Security**

Subject to Clause 25 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### **24.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Security Agent in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor and the Charges shall continue or be reinstated as if the payment, discharge or arrangement had not occurred.

### **24.3 Waiver of defences**

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause 24.3, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Charges (without limitation and whether or not known to it or the Security Agent) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, or other person;
- (b) the release of any other Chargor, or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Chargor, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or Security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security;
- (g) any insolvency or similar proceedings; or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person under any Finance Document resulting from

any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

**24.4 Chargor intent**

Without prejudice to the generality of Clause 24.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

**24.5 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Agent (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 that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**24.6 Appropriations**

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, the Security Agent (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by the Security Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

**24.7 Deferral of Chargors' rights**

Until all the Liabilities have been irrevocably paid in full and all facilities which give might rise to Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability, arising under this Deed:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other provider of Security for or guarantor of any Chargor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under the Finance Documents or of any other

guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Security Agent;

- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity;
- (e) to exercise any right of set-off against any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with the Security Agent.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 20 (*Order of distributions*).

#### **24.8 Additional Security**

The Charges are in addition to and are not in any way prejudiced by any other guarantees or Security now or subsequently held by the Security Agent, including, for the avoidance of doubt, any Security created pursuant to the Existing Security Documents.

#### **24.9 Tacking**

The Security Agent shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

### **25. DISCHARGE OF SECURITY**

#### **25.1 Final redemption**

Subject to Clause 25.2 (*Retention of security*), if all the Liabilities have been irrevocably paid in full and all facilities which give rise to Liabilities have terminated, the Security Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

#### **25.2 Retention of security**

If the Security Agent considers in good faith that any amount paid or credited to it in payment or purported payment of the Liabilities is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

#### **25.3 Consolidation**

Section 93 of the LPA shall not apply to the Charges.

### **26. EXPENSES AND INTEREST**

#### **26.1 Transaction expenses**

Each Chargor shall promptly on demand pay the Security Agent the amount of all reasonable costs, losses, liabilities and expenses (including legal fees) reasonably and properly incurred by it in connection with the negotiation, preparation, printing and execution of this Deed and any

other documents ancillary to this Deed provided that the Chargors have been provided with reasonable detail as to the requirement for such documents.

**26.2 Amendment costs**

If a Chargor requests an amendment, waiver or consent that Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all reasonable costs, losses, liabilities and expenses (including legal fees) reasonably and properly incurred by the Security Agent in responding to, evaluating, negotiating or complying with that request.

**26.3 Enforcement costs**

Each Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Receiver or any Delegate in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with any Finance Document, or any consideration by the Security Agent as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release).

**26.4 Default interest**

- (a) If a Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate equal to the sum of one per cent. and the rate (whatever called) then published by the Security Agent as its base rate for advances in the Currency of Account calculated for successive interest periods, each of a duration selected by the Security Agent (acting reasonably). Any interest accruing under this Clause 26.4 shall be immediately payable by the relevant Chargor on demand by the Security Agent.
- (b) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each interest period applicable to that overdue amount but will remain immediately due and payable.

**27. PAYMENTS**

**27.1 Payments**

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct.

**27.2 Continuation of accounts**

At any time after:

- (a) the receipt by the Security Agent of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Chargor,

the Security Agent may open a new account in the name of that Chargor with the Security Agent (whether or not it permits any existing account to continue). If the Security Agent does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall

discharge or reduce the amount recoverable pursuant to any Finance Document to which that Chargor is party.

**27.3 Joint and several liability**

The liability of each Chargor under this Deed shall be joint and several. Each agreement and undertaking of any Chargor shall be construed accordingly.

**28. CONDUCT OF BUSINESS BY THE SECURITY AGENT**

No provision of this Deed will:

- (a) interfere with the right of the Security Agent to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige the Security Agent to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige the Security Agent to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

**29. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS**

**29.1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

**29.2 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, Receiver or Delegate any right or remedy under the Finance Documents 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 the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

**29.3 Amendments and waivers**

Any term of this Deed may be amended or waived only with the consent of the Security Agent and each Chargor.

**29.4 Certificates and Determinations**

Any certification or determination by the Security Agent or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**30. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed 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.

**31. SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security created by each Chargor by or in connection with this Deed is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Finance Document, including, for the avoidance of doubt, any Security created or intended to be created by any other Chargor pursuant to the Existing Security Documents, to which it is a party.

**32. NOTICES**

**32.1 Communications in writing**

Any communication or document to be made or delivered under or in connection with the Finance Documents shall be made or delivered in writing and, unless otherwise stated, may be made or delivered by fax or letter.

**32.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is, in the case of the Security Agent and each Chargor, that identified with its name below, or any substitute address, fax number or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

**32.3 Delivery**

(a) Any communication or document made or delivered to a Chargor under or in connection with the Finance Documents will only be effective:

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

and, if a particular department or officer is specified as part of its address details provided under Clause 32.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

**33. COUNTERPARTS**

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

**34. GOVERNING LAW**

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

**35. JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 35 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**36. SERVICE OF PROCESS**

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than an Chargor incorporated in England and Wales):
  - (i) irrevocably appoints Jimmy Choo (Holdings) Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
  - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of each Chargor) must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.
- (c) Each Chargor expressly agrees and consents to the provisions of this Clause 36.

**This Deed has been delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1**

**THE CHARGORS**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any) and jurisdiction of Incorporation</b>
CHOO LUXURY HOLDINGS LIMITED	07625337, England and Wales
CHOO LUXURY FINANCE LIMITED	07625522, England and Wales
J. CHOO (JERSEY) LIMITED	64645 Jersey (registered as a branch in the UK BR8659 UK Co. Number FC26804)
J. CHOO LIMITED	03185783, England and Wales
J. CHOO (OS) LIMITED	07611298, England and Wales
J. CHOO JAPAN JV LTD.	5500654, England and Wales

## SCHEDULE 2

### RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 18 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

(a) **Enter into possession**

to take possession of, get in and collect the Charged Assets, and to require payment to him or to the Security Agent of any Book Debts or credit balance on any Assigned Account;

(b) **Bank Accounts**

to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account in or towards payment or other satisfaction of all or part of the Liabilities;

(c) **Carry on business**

to manage and carry on any business of that Chargor;

(d) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party;

(e) **Deal with Charged Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (f) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

(f) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

(g) **Borrow money**

to borrow or raise money either unsecured or on the Security of the Charged Assets (either in priority to the Charges or otherwise);

(h) **Lend money**

to lend money or advance credit to any person;

(i) **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

(j) **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (f) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

**(k) Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

**(l) Insurance, repairs, Improvements etc.**

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

**(m) Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets;

**(n) Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor;

**(o) Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

**(p) Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

**(q) Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver under any Finance Document, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

**(r) Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise

and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the Effective Date; and

(s) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of Charged Assets; and

(t) **Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the relevant Chargor is party, the LPA or the Insolvency Act.

**SCHEDULE 3**  
**MATERIAL REAL PROPERTY**

None.

**SCHEDULE 4**

**INVESTMENTS**

**CHOO LUXURY HOLDINGS LIMITED**

All issued share capital of Choo Luxury Finance Limited (registered number 7625337)

**CHOO LUXURY FINANCE LIMITED**

All the share capital of J. Choo Limited (registered number 03185783) held by Choo Luxury Finance Limited

**J. CHOO LIMITED**

All issued share capital of J. Choo (OS) Limited (registered number 07611298)

All the share capital of J. Choo Russia J.V. Limited (registered number 08442687) held by J.Choo Limited

All issued share capital of J. Choo Japan JV Ltd. (registered number 06772270)



**SCHEDULE 5**  
**SPECIFIED INTELLECTUAL PROPERTY**

Item	Intellectual Property Right	Filing Date	Registration Date	Classes	Proprietor	Jurisdiction
JIMMY CHOO	1521314	11 Dec 1992	11 Dec 1992	25	J. Choo Limited	UK
JIMMY CHOO	2292643	14 Feb 2002	14 Feb 2002	03,09,14,18,35	J. Choo Limited	UK
JIMMY CHOO	2299481	01 May 2002	01 May 2002	25	J. Choo Limited	UK
JIMMY CHOO	2377551	08 Nov 2004	08 Nov 2004	18,25	J. Choo Limited	UK
JIMMY CHOO	2389130	12 Apr 2005	12 Apr 2005	24	J. Choo Limited	UK
JIMMY CHOO	2393883	09 Jun 2005	09 Jun 2005	03,09	J. Choo Limited	UK
CHOO LONDON	2418331	31 Mar 2006	31 Mar 2006	03,09,18,24,25	J. Choo Limited	UK
MAHALA	2444460	23 Jan 2007	23 Jan 2007	18	J. Choo Limited	UK
RAMONA	2444461	23 Jan 2007	23 Jan 2007	18	J. Choo Limited	UK
JIMMY CHOO	2447958	28 Feb 2007	28 Feb 2007	4	J. Choo Limited	UK

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Applicant's Name	Applicant's Address	Filing Date	Priority Date	Class(es)	Priority	UK
جيمي تشو	2460114	02 Jul 2007	02 Jul 2007	03,09,18,25	J. Choo Limited	UK
تشو	2460120	02 Jul 2007	02 Jul 2007	03,09,18,25	J. Choo Limited	UK
JIMMY CHOO	2484683	10 Apr 2008	10 Apr 2008	6	J. Choo Limited	UK
TIHVA	2491287	26 Jun 2008	26 Jun 2008	18	J. Choo Limited	UK
JIMMY CHOO	2494083	30 Jul 2008	30 Jul 2008	03,04,06,09,14,18,25	J. Choo Limited	UK
JIMMY CHOO	2499446	02 Oct 2008	02 Oct 2008	03,04,06,09,14,18,25	J. Choo Limited	UK
CHOO	2541113	08 Mar 2010	08 Mar 2010	14	J. Choo Limited	UK
CHOO 24:7	2555178	09 Aug 2010	09 Aug 2010	25	J. Choo Limited	UK
CHOO 24:7	2566382	07 Dec 2010	07 Dec 2010	35	J. Choo Limited	UK
TULITA	2577061	01 Apr 2011	01 Apr 2011	18	J. Choo Limited	UK
JIMMY CHOO	2584688	15 Jun 2011	15 Jun 2011	21	J. Choo Limited	UK
CHOO 24:7	2588246	18 Jul 2011	18 Jul 2011	09,16,18,25,35	J. Choo Limited	UK
CHOO CONNECTION	2590669	09 Aug 2011	09 Aug 2011	35	J. Choo Limited	UK
JIMMY CHOO	2601263	15 Nov 2011	15 Nov 2011	03,09,14,16,18,25,35	J. Choo Limited	UK
FLASH	2603496	05 Dec 2011	05 Dec 2011	3	J. Choo Limited	UK
JIMMY CHOO	2613921	13 Mar 2012	13 Mar 2012	18	J. Choo Limited	UK

Image	Registration No.	Filing Date	Registration Date	Classes	Proprietor	Limitation
	2620944	15 May 2012	15 May 2012	3	J. Choo Limited	UK
	2628613	18 Jul 2012	18 Jul 2012	3	J. Choo Limited	UK
4 Inches	3009640	12 Jun 2013	12 Jun 2013	16,36	J. Choo Limited	UK
CHOO.08°	3042494	14 Feb 2014	14 Feb 2014	18,25,35	J. Choo Limited	UK
JIMMY CHOO CHOO.08°	3042508	14 Feb 2014	14 Feb 2014	18,25,35	J. Choo Limited	UK
JIMMY CHOO CHOO.08°		12 Aug 2014		18,25,35	J. Choo Limited	CTM
CHOO.08°		12 Aug 2014		18,25,35	J. Choo Limited	CTM
JIMMY CHOO	1662543	08 May 2000	16 Sep 2002	25	J. Choo Limited	CTM
JIMMY CHOO	2587830	14 Feb 2002	01 Apr 2003	03,09,14,18,35	J. Choo Limited	CTM
CHOO	2875854	27 Sep 2002	19 Jan 2004	18,25,35	J. Choo Limited	CTM
CHOOZ	4199972	25 Jan 2005	03 Jan 2008	18,25,35	J. Choo Limited	CTM
MORSE	4872611	01 Feb 2006	19 Dec 2006	03,18,25	J. Choo Limited	CTM
THEOLA	4872701	01 Feb 2006	06 Feb 2007	18,25	J. Choo Limited	CTM
TAMALI	4877692	02 Feb 2006	02 Dec 2010	03,18,25	J. Choo Limited	CTM

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Applicant Name	Registration No.	Filing Date	Registration Date	Classes	Proprietor	Status
JIMMY CHEW	5067764	13 Apr 2006	22 Feb 2007	09, 18, 25	J. Choo Limited	CTM
JIMMY CHOO	6889265	06 May 2008	22 Dec 2008	03, 09, 14, 18, 25, 35	J. Choo Limited	CTM
CHOOOY	6891204	06 May 2008	20 May 2009	18, 25, 35	J. Choo Limited	CTM
CHOOOS	6891758	06 May 2008	16 Feb 2009	18, 25, 35	J. Choo Limited	CTM
CHOOOSI	6891808	06 May 2008	20 May 2009	18, 25, 35	J. Choo Limited	CTM
CHOO	6891857	06 May 2008	22 Dec 2008	18, 25, 35	J. Choo Limited	CTM
CHOO	9256264	19 Jul 2010	27 Jan 2011	03, 09, 14	J. Choo Limited	CTM
JIMMY CHOO	9863002	04 Apr 2011	06 Sep 2011	09, 16, 41	J. Choo Limited	CTM
جيمي تشو	10851665	02 May 2012	05 Nov 2012	03, 09, 18, 25, 35	J. Choo Limited	CTM
تشو	10852201	02 May 2012	05 Nov 2012	03, 09, 18, 25, 35	J. Choo Limited	CTM
CHOO	11063773	23 Jul 2012	18 Dec 2012	03, 09, 16	J. Choo Limited	CTM
	11419645	12 Dec 2012	10 May 2013	25	J. Choo Limited	CTM
	11420122	12 Dec 2012	30 May 2013	09, 18, 25	J. Choo Limited	CTM
JIMMY CHOO	12062551	13 Aug 2013	18 Feb 2014	03, 14, 18, 25, 35	J. Choo Limited	CTM
CHOO	12062832	13 Aug 2013	08 Jan 2014	18, 25, 35	J. Choo Limited	CTM
CHOOOI	12062899	13 Aug 2013		03, 09, 18, 25, 35	J. Choo Limited	CTM

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Mark	Applicant's Name	Registration No.	Filing Date	Registration Date	Classes	Priority For	Class for
CHOOSY		12062949	13 Aug 2013		03,09,18,25,35	J. Choo Limited	CTM
CHOOS		12062998	13 Aug 2013		03,09,18,25,35	J. Choo Limited	CTM
CHOOZ		12063053	13 Aug 2013		03,09,18,25,35	J. Choo Limited	CTM
CHOO		12259248	28 Oct 2013		03,09,41	J. Choo Limited	CTM
JIMMY CHOO		12259421	28 Oct 2013	28 Mar 2014	09,16,36	J. Choo Limited	CTM
24:7 ICONS		12268009	30 Oct 2013	25 Apr 2014	18,25,35	J. Choo Limited	CTM
		12842274	02 May 2014		9	J. Choo Limited	CTM
JIMMY CHEW		13106604	23 Jul 2014		18,25,35	J. Choo Limited	CTM
24:7 ICONS			30 Apr 2014		18,25,35	J. Choo Limited	International Registration
JIMMY CHOO CHOO.08°			12 Aug 2014		18,25,35	J. Choo Limited	International Registration
CHOO.08°			12 Aug 2014		18,25,35	J. Choo Limited	International Registration
JIMMY CHOO		1030135	02 Feb 2010	02 Feb 2010	3	J. Choo Limited	International Registration
CHOO		1048272	11 Aug 2010	11 Aug 2010	14,18,25	J. Choo Limited	International Registration
TULITA		1078966	06 Apr 2011	06 Apr 2011	18	J. Choo Limited	International Registration
CHOO CONNECTION		1101724	17 Nov 2011	17 Nov 2011	35	J. Choo Limited	International Registration

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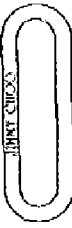
Label	Registration No.	Filing Date	Registration Date	Offices	Proprietor	Registration Status
CHOO 24-7	1112263	27 Jul 2011	27 Jul 2011	09,16,18,25,35	J. Choo Limited	International Registration
JIMMY CHOO	1113339	14 Dec 2011	14 Dec 2011	09,14,16,18,25,35	J. Choo Limited	International Registration
JIMMY CHOO	1113841	15 Dec 2011	15 Dec 2011	21	J. Choo Limited	International Registration
FLASH JIMMY CHOO	1137286	27 Jun 2012	27 Jun 2012	3	J. Choo Limited	International Registration
	1138635	12 Jul 2012	12 Jul 2012	3	J. Choo Limited	International Registration
	1139521	12 Jul 2012	12 Jul 2012	3	J. Choo Limited	International Registration
JUSTINE	1147214	10 Sep 2012	10 Sep 2012	18	J. Choo Limited	International Registration
تشو	1147784	04 May 2012	04 May 2012	03,09,18,25,35	J. Choo Limited	International Registration
جيمي تشو	1147857	04 May 2012	04 May 2012	03,09,18,25,35	J. Choo Limited	International Registration
FLASH JIMMY CHOO	1153912	29 Aug 2012	29 Aug 2012	3	J. Choo Limited	International Registration

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Image	Serial Number	Filing Date	Registration Date	Class	Owner	International Registration
	1169173	10 Jun 2013	10 Jun 2013	25	J. Choo Limited	International Registration
4 Inches	1185336	18 Oct 2013	18 Oct 2013	16,36	J. Choo Limited	International Registration
CHOO	1201378	08 Nov 2013	08 Nov 2013	03,09,18,25	J. Choo Limited	International Registration
JIMMY CHOO	1202433	06 Nov 2013	06 Nov 2013	03,09,14,18,25,35	J. Choo Limited	International Registration
FLASH	433014A	20 Oct 1977	20 Oct 1977	3	J. Choo Limited	International Registration
JIMMY CHOO	781760	27 May 2002	27 May 2002	03,09,14,18,25,35	J. Choo Limited	International Registration
CHOO	836485	08 Nov 2004	08 Nov 2004	18,25	J. Choo Limited	International Registration
JIMMY CHOO	853636	21 Apr 2005	21 Apr 2005	24	J. Choo Limited	International Registration
CHOO	862497	12 Jul 2005	12 Jul 2005	03,09	J. Choo Limited	International Registration
THEOLA	879819	15 Feb 2006	15 Feb 2006	18	J. Choo Limited	International Registration
MORSE	881587	15 Feb 2006	15 Feb 2006	18	J. Choo Limited	International Registration
TAMALI	890871	15 Feb 2006	15 Feb 2006	18	J. Choo Limited	International Registration
MAHALA	922891	29 Mar 2007	29 Mar 2007	18	J. Choo Limited	International Registration

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Mark	Registration No.	Filing Date	Registration Date	Classes	Applicant	Registration
RAMONA	922892	29 Mar 2007	29 Mar 2007	18	J. Choo Limited	International Registration
JIMMY CHOO	938123	24 Aug 2007	24 Aug 2007	4	J. Choo Limited	International Registration
JIMMY CHOO	992801	10 Oct 2008	10 Oct 2008	6	J. Choo Limited	International Registration
CHOO.08°		12 Aug 2014		18,25,35	J. Choo Limited	US
JIMMY CHOO CHOO.08°		12 Aug 2014		18,25,35	J. Choo Limited	US
24:7 ICONS		30 Apr 2014		18,25,35	J. Choo Limited	US
JIMMY CHOO	3491347	10 Jul 2007	26 Aug 2008	03,09,14,18,25,35	J. Choo Limited	US
	3647551	30 Jan 2009	30 Jun 2009	09,18,25	J. Choo Limited	US
	3647552	30 Jan 2009	30 Jun 2009	09,18,25	J. Choo Limited	US
JIMMY CHOO	75/354912	11 Sep 1997	29 Oct 2002	25	J. Choo Limited	US
JIMMY CHOO	76/426351	01 Jul 2002	20 Apr 2004	09,14,18,35	J. Choo Limited	US
	76/584967	02 Apr 2004	14 Feb 2006	25	J. Choo Limited	US
	76/584973	02 Apr 2004	13 Dec 2005	18	J. Choo Limited	US
JIMMY CHOO	85/295180	14 Apr 2011	20 Mar 2012	16	J. Choo Limited	US

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Mark	Application Registration No.	Filing Date	Registration Date	Classes	Applicant	Attorney
	85/365801	07 Jul 2011		9	J. Choo Limited	US
JIMMY CHEW	85/513004	10 Jan 2012	28 Aug 2012	09, 18, 25	J. Choo Limited	US
24:7 ICONS		30 Apr 2014		18, 25, 35	J. Choo Limited	JP
JIMMY CHOO CHOO.08°		12 Aug 2014		18, 25, 35	J. Choo Limited	JP
CHOO.08°		12 Aug 2014		18, 25, 35	J. Choo Limited	JP
JIMMY CHOO	2000-51912	12 May 2000	22 Dec 2000	25	J. Choo Limited	JP
JIMMY CHOO	2002-25701	29 Mar 2002	26 Sep 2003	18	J. Choo Limited	JP
JIMMY CHOO	2002-36602	02 May 2002	18 Jun 2004	03, 09, 14	J. Choo Limited	JP
JIMMY CHOO	2005-33667	14 Apr 2005	03 Feb 2006	24	J. Choo Limited	JP
JIMMY CHOO	2007-31834	02 Apr 2007	23 Jan 2009	35	J. Choo Limited	JP
JIMMY CHOO	2008-83061	10 Oct 2008	30 Sep 2011	06, 18	J. Choo Limited	JP
ジミー チュウ	2012-060078	25 Jul 2012	25 Jul 2014	03, 09, 14, 16, 18, 25, 35	J. Choo Limited	JP
ジミー チュウ	2012-101663	14 Dec 2012	07 Feb 2014	14	J. Choo Limited	JP
CHOO	4908962	30 Sep 2004	18 Nov 2005	18, 25	J. Choo Limited	JP
CHOO	5005486	10 May 2005	24 Nov 2006	03, 09, 21	J. Choo Limited	JP
JIMMY CHOO	5108553	19 Apr 2007	01 Feb 2008	4	J. Choo Limited	JP
JIMMY CHOO CHOO.08°		12 Aug 2014		18, 25, 35	J. Choo Limited	CN
24:7 ICONS		30 Apr 2014		18, 25, 35	J. Choo Limited	CN

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Mark	Application Registration No.	Filing Date	Registration Date	Classes	Proprietor	Country
CHOO.08°		12 Aug 2014		18,25,35	J. Choo Limited	CN
周	11266586	27 Jul 2012		41	J. Choo Limited	CN
周	11266587	27 Jul 2012	21 Dec 2013	36	J. Choo Limited	CN
周	11266589	27 Jul 2012		35	J. Choo Limited	CN
周	11266590	27 Jul 2012	14 Feb 2014	25	J. Choo Limited	CN
周	11266591	27 Jul 2012		24	J. Choo Limited	CN
周	11266592	27 Jul 2012		21	J. Choo Limited	CN
周	11266593	27 Jul 2012	28 Jan 2014	18	J. Choo Limited	CN
周	11266594	27 Jul 2012	28 Feb 2014	16	J. Choo Limited	CN
周	11266596	27 Jul 2012	28 Feb 2014	9	J. Choo Limited	CN
周	11266597	27 Jul 2012	14 Feb 2014	6	J. Choo Limited	CN
周	11266598	27 Jul 2012	21 Dec 2013	4	J. Choo Limited	CN

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Mark	Classification Registration No.	Filing Date	Registration Date	Classes	Proprietor	Jurisdiction
周	11266599	27 Jul 2012		3	J. Choo Limited	CN
吉米周	11266600	27 Jul 2012	21 Dec 2013	41	J. Choo Limited	CN
吉米周	11266601	27 Jul 2012	21 Dec 2013	36	J. Choo Limited	CN
吉米周	11266602	27 Jul 2012	21 Dec 2013	35	J. Choo Limited	CN
吉米周	11266603	27 Jul 2012	21 Dec 2013	25	J. Choo Limited	CN
吉米周	11266604	27 Jul 2012	21 Dec 2013	24	J. Choo Limited	CN
吉米周	11266605	27 Jul 2012	21 Dec 2013	21	J. Choo Limited	CN
吉米周	11266606	27 Jul 2012	14 Feb 2014	18	J. Choo Limited	CN
吉米周	11266607	27 Jul 2012	21 Dec 2013	16	J. Choo Limited	CN
吉米周	11266608	27 Jul 2012	21 Dec 2013	14	J. Choo Limited	CN
吉米周	11266609	27 Jul 2012	21 Dec 2013	9	J. Choo Limited	CN
吉米周	11266610	27 Jul 2012	21 Dec 2013	6	J. Choo Limited	CN

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Mark	Application Registration No.	Filing Date	Registration Date	Class(es)	Applicant	Jurisdiction
吉米周	11266611	27 Jul 2012	21 Dec 2013	4	J. Choo Limited	CN
吉米周	11266612	27 Jul 2012	21 Dec 2013	3	J. Choo Limited	CN
CHOO	11266613	27 Jul 2012		41	J. Choo Limited	CN
CHOO	11266614	27 Jul 2012	21 Dec 2013	36	J. Choo Limited	CN
CHOO	11266615	27 Jul 2012		35	J. Choo Limited	CN
CHOO	11266616	27 Jul 2012	21 Dec 2013	25	J. Choo Limited	CN
CHOO	11266617	27 Jul 2012	21 Dec 2013	24	J. Choo Limited	CN
CHOO	11266618	27 Jul 2012		21	J. Choo Limited	CN
CHOO	11266619	27 Jul 2012	14 Feb 2014	18	J. Choo Limited	CN
CHOO	11266620	27 Jul 2012		16	J. Choo Limited	CN
CHOO	11266621	27 Jul 2012	21 Dec 2013	14	J. Choo Limited	CN
CHOO	11266622	27 Jul 2012		9	J. Choo Limited	CN
CHOO	11266623	27 Jul 2012		6	J. Choo Limited	CN
CHOO	11266624	27 Jul 2012		4	J. Choo Limited	CN
CHOO	11266625	27 Jul 2012	21 Dec 2013	3	J. Choo Limited	CN
JIMMY CHOO	11266626	27 Jul 2012	21 Dec 2013	41	J. Choo Limited	CN
JIMMY CHOO	11266627	27 Jul 2012	21 Dec 2013	36	J. Choo Limited	CN
JIMMY CHOO	11266629	27 Jul 2012	21 Dec 2013	25	J. Choo Limited	CN
JIMMY CHOO	11266630	27 Jul 2012	21 Dec 2013	24	J. Choo Limited	CN
JIMMY CHOO	11266631	27 Jul 2012	21 Dec 2013	21	J. Choo Limited	CN
JIMMY CHOO	11266632	27 Jul 2012	14 Jan 2014	18	J. Choo Limited	CN
JIMMY CHOO	11266633	27 Jul 2012	07 Mar 2014	16	J. Choo Limited	CN
JIMMY CHOO	11266634	27 Jul 2012	21 Dec 2013	14	J. Choo Limited	CN
JIMMY CHOO	11266635	27 Jul 2012	07 Feb 2014	9	J. Choo Limited	CN
JIMMY CHOO	11266636	27 Jul 2012	21 Dec 2013	6	J. Choo Limited	CN
JIMMY CHOO	11266637	27 Jul 2012	21 Dec 2013	4	J. Choo Limited	CN



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NAME	REGISTRATION NO.	DATE OF REGISTRATION	DATE OF EXPIRATION	CLASSES	STATUS	REMARKS
JIMMY CHOO	11266638	27 Jul 2012	21 Dec 2013	3		J. Choo Limited CN
JIMMY ZHOU	11353362	15 Aug 2012	14 Jan 2014	3		J. Choo Limited CN
JIMMY ZHOU	11353363	15 Aug 2012	14 Jan 2014	9		J. Choo Limited CN
JIMMY ZHOU	11353364	15 Aug 2012	14 Jan 2014	14		J. Choo Limited CN
JIMMY ZHOU	11353365	15 Aug 2012	28 Feb 2014	18		J. Choo Limited CN
JIMMY ZHOU	11353366	15 Aug 2012		25		J. Choo Limited CN
JIMI ZHOU	11353367	15 Aug 2012	14 Jan 2014	3		J. Choo Limited CN
JIMI ZHOU	11353368	15 Aug 2012	14 Jan 2014	9		J. Choo Limited CN
JIMI ZHOU	11353369	15 Aug 2012	14 Jan 2014	14		J. Choo Limited CN
JIMI ZHOU	11353370	15 Aug 2012	28 Feb 2014	18		J. Choo Limited CN
JIMI ZHOU	11353371	15 Aug 2012	14 Jan 2014	25		J. Choo Limited CN
周仰杰	11353372	15 Aug 2012		3		J. Choo Limited CN
周仰杰	11353373	15 Aug 2012		9		J. Choo Limited CN
周仰杰	11353374	15 Aug 2012	14 Jan 2014	14		J. Choo Limited CN
周仰杰	11353375	15 Aug 2012		18		J. Choo Limited CN
周仰杰	11353376	15 Aug 2012		25		J. Choo Limited CN
JIMMY CHOO	2000106790	19 Jul 2000	21 Sep 2001	25		J. Choo Limited CN
JIMMY CHOO	3189589	27 May 2002	07 Dec 2003	3		J. Choo Limited CN
JIMMY CHOO	3189590	27 May 2002	21 Jul 2003	9		J. Choo Limited CN
JIMMY CHOO	3189591	27 May 2002	14 Aug 2003	14		J. Choo Limited CN
JIMMY CHOO	3189592	27 May 2002	14 Feb 2004	18		J. Choo Limited CN
JIMMY CHOO	4605177	15 Apr 2005	21 Jan 2009	24		J. Choo Limited CN
CHOO	4753579	01 Jul 2005	14 Apr 2009	9		J. Choo Limited CN
CHOO	4753580	01 Jul 2005	07 Jan 2009	3		J. Choo Limited CN
JIMMY CHOO	6015566	23 Apr 2007	14 Jan 2010	4		J. Choo Limited CN


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Mark	Application Registration No.	Filing Date	Registration Date	Classes	Promotee	Jurisdiction
周	6053898	17 May 2007	14 Mar 2010	18	J. Choo Limited	CN
吉米周	6053899	17 May 2007	21 Jan 2010	3	J. Choo Limited	CN
吉米周	6053900	17 May 2007	21 Jan 2010	9	J. Choo Limited	CN
吉米周	6053901	17 May 2007	21 Mar 2010	25	J. Choo Limited	CN
吉米周	6053902	17 May 2007	14 Mar 2010	18	J. Choo Limited	CN
周	6053915	17 May 2007	28 Jul 2010	3	J. Choo Limited	CN
周	6053916	17 May 2007	28 Feb 2010	9	J. Choo Limited	CN
周	6053917	17 May 2007	28 Apr 2010	25	J. Choo Limited	CN
JIMMY CHOO	7001389	15 Oct 2008	07 Jun 2010	6	J. Choo Limited	CN
JIMMY CHOO	9325716	12 Apr 2011	28 Aug 2013	25	J. Choo Limited	CN
JIMMY CHOO	2002B04526	22 Feb 2000	22 Feb 2000	25	J. Choo Limited	HK
JIMMY CHOO	2003B05710AA	21 May 2002	21 May 2002	03,09,14,18,25,35	J. Choo Limited	HK

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Mark	Registration No.	Filing Date	Registration Date	Classes	Applicant	jurisdiction
JIMMY CHOO	300404568	18 Apr 2005	18 Apr 2005	24	J. Choo Limited	HK
CHOO	300418086	11 May 2005	11 May 2005	03,09	J. Choo Limited	HK
MAHALA	300823202	01 Mar 2007	01 Mar 2007	18	J. Choo Limited	HK
RAMONA	300823211	01 Mar 2007	01 Mar 2007	18	J. Choo Limited	HK
JIMMY CHOO	300856008	20 Apr 2007	20 Apr 2007	4	J. Choo Limited	HK
占美. 周	300871209	15 May 2007	15 May 2007	03,09,18,25	J. Choo Limited	HK
周 占美·周出品	300889471	11 Jun 2007	11 Jun 2007	03,09,18,25	J. Choo Limited	HK
JIMMY CHOO	301224512	21 Oct 2008	21 Oct 2008	6	J. Choo Limited	HK
JIMMY CHOO	301497079	11 Dec 2009	11 Dec 2009	3	J. Choo Limited	HK
CHOO	301685485	10 Aug 2010	10 Aug 2010	14,25	J. Choo Limited	HK
CHOO 24:7	301983592	23 Jul 2011	23 Jul 2011	35	J. Choo Limited	HK
占美. 周	302197206	21 Mar 2012	21 Mar 2012	03,09,18,25,35	J. Choo Limited	HK
 	302252439	16 May 2012	16 May 2012	3	J. Choo Limited	HK

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Mark	Application Registration No.	Filing Date	Registration Date	Classes	Applicant	Jurisdiction
FLASH JIMMY CHOO	302260737	24 May 2012		3	J. Choo Limited	HK
周 24:7	302296080	27 Jun 2012	26 Jun 2012	03,09,18,25,35	J. Choo Limited	HK
FLASH JIMMY CHOO	302359909	29 Aug 2012		3	J. Choo Limited	HK
JUSTINE	302365920	03 Sep 2012	03 Sep 2012	18	J. Choo Limited	HK
	302635164	11 Jun 2013	11 Jun 2013	25	J. Choo Limited	HK
CHOO	302786860	01 Nov 2013	01 Nov 2013	03,09,18	J. Choo Limited	HK
JIMMY CHOO	302790162	05 Nov 2013	05 Nov 2013	09,14,18,25	J. Choo Limited	HK
24:7 ICONS	302978731	29 Apr 2014		18,25,35	J. Choo Limited	HK
CHOO	303082482	29 Jul 2014		14,25	J. Choo Limited	HK
JIMMY CHOO CHOO.08°	303099123	13 Aug 2014		18,25,35	J. Choo Limited	HK
CHOO.08°	303099132	13 Aug 2014		18,25,35	J. Choo Limited	HK

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**SCHEDULE 6**  
**ASSIGNED CONTRACTS**

1. Each Acquisition Document, including, for the avoidance of doubt: (i) the Amended and Restated Agreement for Sale and Purchase of Choo Management Limited and Passion Holdings Limited, dated 1 July 2011; (ii) the Disclosure Letter dated 22 May 2011; and (iii) the Acquisition Amendment Agreement dated 22 May 2011.
2. Any Target Loan Note (as defined in the Facilities Agreement).
3. Trade Mark Licence Agreement between J. Choo (Jersey) Limited and J. Choo Limited dated 14 November 2001, as amended and replaced in its entirety by a Trade Mark Licence 2004 Variation Agreement dated 9 September 2004.

**SCHEDULE 7**  
**FORM OF NOTICE OF ASSIGNMENT**

To: [Party to Assigned Contract]

[Date]

Address:

1. [ ] (the "Security Agent") and [ ] (the "Assignor") give notice that, by an assignment contained in a Transaction Security Document dated [ ] between the Assignor and the Security Agent, the Assignor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the contracts listed below (the "Assigned Contracts"), including all moneys payable to the Assignor, and any claims, awards and judgments in favour of the Assignor, under or in connection with the Assigned Contracts.

**Assigned Contracts**

*[describe the Assigned Contracts]*

2. All moneys payable by you to the Assignor under or in connection with any Assigned Contract shall be paid to the Assignor into [ ] Account (Account No. [ ]) with [ ], at [ ] unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent.
3. Despite the assignment referred to above or the making of any payment by you to the Security Agent under or in connection with it:
- 3.1 the Assignor shall remain liable to perform all its obligations under each Assigned Contract; and
- 3.2 neither the Security Agent nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of any Assigned Contract.
- 4.
- 4.1 The Assignor shall remain entitled to exercise all its rights, powers and discretions under each Assigned Contract; and
- 4.2 you should continue to give notices under each Assigned Contract to the Assignor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs.
5. Please acknowledge receipt of this Notice of Assignment and confirm that:
- 5.1 you will pay all sums due under each Assigned Contract as directed by or pursuant to this Notice of Assignment;
- 5.2 you do not have and will not claim or exercise any set-off or counterclaim in respect of any Assigned Contract;

- 5.3 you have not received any other notice of any assignment or charge of any Assigned Contract or of any other interest of any third party in any Assigned Contract;
- 5.4 you will comply with the other provisions of this Notice of Assignment; and
- 5.5 you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Assignment (a "Dispute") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes,
- by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [\_\_\_\_], marked for the attention of [\_\_\_\_].
6. This authority and instruction is irrevocable without the prior written consent of the Security Agent.
7. This Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law.

.....  
For and on behalf of  
[\_\_\_\_]  
as Security Agent

.....  
For and on behalf of  
[\_\_\_\_]  
as Assignor

{On duplicate}

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 5 of the Notice of Assignment.

.....  
For and on behalf of  
[Party to Assigned Contract]

Date: .....

**SCHEDULE 8**  
**ASSIGNED ACCOUNTS**

Name of Account	Account Bank	Account Bank Address	Sort Code	Account Number	Currency
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	£
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	£
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	\$
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	€
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	€
J. Choo Limited	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	£

Name of Account	Account Bank	Account Bank Address	Sort Code	Account Number	Currency
		[REDACTED]			
J. Choo Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	£
J. Choo (Jersey) Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	£
Choo Luxury Finance Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	£
Choo Luxury Finance Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	€
Choo Luxury Finance Limited	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$
J. Choo	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	£

Name of Account	Account Bank	Account Bank Address	Sort Code	Account Number	Currency
(OS) Limited		[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]			
J. Choo (OS) Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	€
J. Choo (OS) Limited	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	\$

**SCHEDULE 9**  
**FORM OF NOTICE OF ASSIGNMENT**

To: [Institution where Assigned Account is held]

[Date]

Address

1. [ ] (the "Security Agent") and [ ] (the "Assignor") give notice that, by an assignment contained in a Debenture (and assignment of accounts) dated [ ] 2011 between the Assignor and the Security Agent, the Assignor assigned to the Security Agent (subject to a provision for re-assignment) all its present and future right, title and interest in and to the accounts with you listed below (the "Assigned Accounts") including all moneys which may at any time be standing to the credit of or accrued or accruing on any Assigned Account.

Name of Account	Account Number	Type of account (if Holding Account/ Mandatory Prepayment Account) <sup>1</sup>
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

2. In relation to the Mandatory Prepayment Account, until you receive written instructions from the Security Agent to the contrary:
- 2.1 all rights, powers and discretions of the Assignor in relation to any Assigned Account shall be exercisable solely by the Security Agent;
- 2.2 no moneys may be released from any Assigned Account without the prior written consent of the Security Agent; and
- 2.3 you should apply any amount standing to the credit of or accrued or accruing on any Assigned Account as directed from time to time by the Security Agent in writing.
3. Notwithstanding Clause 2 above:
- 3.1 where the Assigned Account is not a Mandatory Prepayment Account, the Assignor shall be free to deal with the Assigned Account in the ordinary course of its business; and
- 3.2 the Assignor shall be entitled to agree with you the maturity dates from time to time for the amount standing to the credit of any Assigned Account up to a maximum maturity period of three months provided that the rate of interest shall not be less than the rate then usually payable by you on similar amounts in the same currency and for the same maturity date.

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<sup>1</sup> In relation to any Charger that is a Borrower.

4. When you receive written instructions from the Security Agent, the provisions of Clause 2 of this Notice of Assignment will apply to each of the Assigned Accounts, to the exclusion of Clause 3.
5. Please acknowledge receipt of this Notice of Assignment and confirm that:
  - 5.1 you will pay all moneys in relation to any Assigned Account as directed by or pursuant to this Notice of Assignment;
  - 5.2 you will disclose to the Security Agent such information relating to any Assigned Account as the Security Agent may from time to time request;
  - 5.3 you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of, any Assigned Account;
  - 5.4 you have not received any other notice of any assignment or charge of any Assigned Account or that any other person has any security interest in or claims any rights in respect of any Assigned Account;
  - 5.5 you will comply the other provisions of this Notice of Assignment; and
  - 5.6 you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this Notice of Assignment (a "Dispute") and agree that the courts of England are the most appropriate and convenient courts to settle Disputes,  
by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Agent at [\_\_\_\_], marked for the attention of [\_\_\_\_].
6. This authority and instruction is irrevocable without the prior written consent of the Security Agent.
7. This Notice of Assignment and your acknowledgement shall be governed by and construed in accordance with English law.

.....  
For and on behalf of [\_\_\_\_]  
as Security Agent

.....  
For and on behalf of [\_\_\_\_]  
as Assignor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm each of the matters referred to in paragraph 4 of the Notice of Assignment.

.....

For and on behalf of

[Institution where Account is held]

Date: .....

**SCHEDULE 10**  
**EXCLUDED ACCOUNTS**

None.

**SCHEDULE 11**  
**PLANT AND MACHINERY**

None.

**SIGNATURES**

**The Chargors**

**SIGNED as a DEED by CHOO LUXURY  
HOLDINGS LIMITED**

By:



*Signature of director*

**Jonathan Sinclair  
Director**

*Print name of director*

By:



*Signature of director/ company secretary*

**Hannah Merritt  
Company Secretary**

*Print name of director/ company secretary*

**Notices:**

**Address: 10 Howick Place, London, SW1P 1GW, United Kingdom**

**Fax: +44 207 368 5036**

**Attention: Hannah Merritt**

**With a copy to JAB Luxury GmbH:**

**Address: Via Industria 1, CH-6987 Caslano, Switzerland**

**Fax: +41 91 6129 459**

**Attention: Dr. Raniero Addorisio de Feo**

SIGNED as a DEED by CHOO LUXURY  
FINANCE LIMITED

By:



Signature of director

Jonathan Sinclair  
Director

Print name of director

By:



Signature of director/ company secretary

Hannah Merritt  
Company Secretary

Print name of director/ company secretary

Notices:

Address: 10 Howick Place, London, SW1P 1GW, United Kingdom

Fax: +44 207 368 5036

Attention: Hannah Merritt

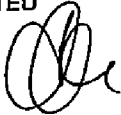
With a copy to JAB Luxury GmbH:

Address: Via Industria 1, CH-6987 Caslano, Switzerland

Fax: +41 91 6129 459

Attention: Dr. Raniero Addorisio de Feo

SIGNED as a DEED by J. CHOO  
(JERSEY) LIMITED



Jonathan Sinclair  
Director

.....  
Director Signature

.....  
Print Name



.....  
Witness Signature

..... NICHOLAS MERLER .....  
Print Name

Name: NICHOLAS MERLER

Address: 33 HARTINGTON TERRACE, BRIGHTON, BN2 3LT

Occupation: PARALEGAL

Notices:

Address: 10 Howick Place, London, SW1P 1GW, United Kingdom

Fax: +44 207 368 5036

Attention: Hannah Merritt

With a copy to JAB Luxury GmbH:

Address: Via Industria 1, CH-6987 Caslano, Switzerland

Fax: +41 91 6129 459

Attention: Dr. Raniero Addorisio de Feo

SIGNED as a DEED by J. CHOO LIMITED

By:



Signature of director

**Jonathan Sinclair**  
Director

Print name of director

By:



Signature of director/ company secretary

**Hannah Merritt**  
Company Secretary

Print name of director/ company secretary

Notices:

Address: 10 Howick Place, London, SW1P 1GW, United Kingdom

Fax: +44 207 368 5036

Attention: Hannah Merritt

With a copy to JAB Luxury GmbH:

Address: Via Industria 1, CH-6987 Caslano, Switzerland

Fax: +41 91 6129 459

Attention: Dr. Raniero Addorisio de Feo

SIGNED as a DEED by J. CHOO (OS)  
LIMITED

By:

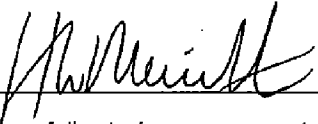


*Signature of director*

**Jonathan Sinclair**  
**Director**

*Print name of director*

By:



*Signature of director/ company secretary*

**Hannah Merritt**  
**Company Secretary**

*Print name of director/ company secretary*

Notices:

Address: 10 Howick Place, London, SW1P 1GW, United Kingdom

Fax: +44 207 368 5036

Attention: Hannah Merritt

With a copy to JAB Luxury GmbH:

Address: Via Industria 1, CH-6987 Caslano, Switzerland

Fax: +41 91 6129 459

Attention: Dr. Raniero Addorisio de Feo

**SIGNED as a DEED by J. CHOO JAPAN  
JV LTD.**

By:

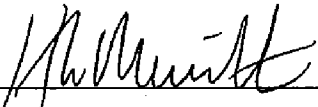


*Signature of director*

**Jonathan Sinclair  
Director**

*Print name of director*

By:



*Signature of director/ company secretary*

**Hannah Merritt  
Company Secretary**

*Print name of director/ company secretary*

**Notices:**

**Address: 10 Howick Place, London, SW1P 1GW, United Kingdom**

**Fax: +44 207 368 5036**

**Attention: Hannah Merritt**

**With a copy to JAB Luxury GmbH:**

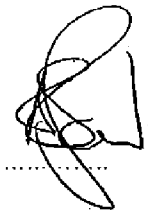

**Address: Via Industria 1, CH-6987 Castano, Switzerland**

**Fax: +41 91 6129 459**

**Attention: Dr. Raniero Addorisio de Feo**

**The Security Agent**

**SIGNED** for and on behalf of **UBS**  
**LIMITED:**



.....  
**JOANNE McDERMOTT**  
**DIRECTOR**

**ALAN GREENHOW**  
**DIRECTOR**  
.....

Address: 100 Liverpool Street, London  
EC2M 2RH  
Fax: +44 207 568 4664  
Attention: Judith Campbell