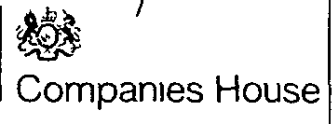


218658/146

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on page 2

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

What this form is NOT for
You may not use this form to register a charge where the instrument is not a charge. Use form MR01

FRIDAY



LD2 *L60FX0DU* 17/02/2017 #7
COMPANIES HOUSE

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

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

1 Company details

Company number 05551556

Company name in full LILESTONE HOLDINGS LIMITED

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

2 Charge creation date

Charge creation date 02/02/2017

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

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

Name WINGS SPREAD INVESTMENTS LIMITED

Name

Name

Name

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

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

MRO1
Particulars of a charge

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	Brief description		

5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
----------	---------------------------------------	--	--

6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
----------	------------------------	--	--

7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
----------	------------------------	--	--

8	Trustee statement ¹	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
----------	---------------------------------------	--	--

9	Signature	<p>Please sign the form here</p>	
	Signature	<p>X <i>David, Heron & Sutcliffe (Europe) LLP</i> X</p>	
	Signature	<p>This form must be signed by a person with an interest in the charge</p>	

MRO1

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name CHARLES SHELDON

Company name ORRICK, HERRINGTON &

SUTCLIFFE (EUROPE) LLP

Address 107 CHEAPSIDE

Post town LONDON

County/Region

Postcode EC2V 6DN

Country UNITED KINGDOM

DX 557 LONDON/CITY

Telephone 0207 862 4600

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

Where to send

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

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

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

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

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5551556

Charge code: 0555 1556 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2017 and created by LILESTONE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2017.

Given at Companies House, Cardiff on 23rd February 2017



Companies House



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

DATED 02 February 2017

- (1) LILESTONE HOLDINGS LIMITED
- (2) LILESTONE LIMITED
- (3) WINGS SPREAD INVESTMENTS LIMITED

DEBENTURE AND GUARANTEE

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
Andreas Herrington R Sutcliffe
ORRICK, HERRINGTON & SUTCLIFFE (EUROPE) LLP
Date. *6 February 2017*



ORRICK, HERRINGTON & SUTCLIFFE (EUROPE) LLP
LONDON

TABLE OF CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	4
3	GRANT OF SECURITY	4
4	REPRESENTATIONS AND WARRANTIES	7
5	GENERAL COVENANTS	7
6	INTELLECTUAL PROPERTY COVENANTS	8
7	POWERS OF THE CHARGEЕ	9
8	WHEN SECURITY BECOMES ENFORCEABLE	10
9	ENFORCEMENT OF SECURITY	11
10	RECEIVER	13
11	POWERS OF RECEIVER	13
12	DELEGATION	15
13	GUARANTEE AND INDEMNITY	15
14	APPLICATION OF PROCEEDS	18
15	APPROPRIATION	19
16	FURTHER ASSURANCE	19
17	POWER OF ATTORNEY	19
18	RELEASE	20
19	AMENDMENTS, WAIVERS AND CONSENTS	20
20	THIRD PARTY RIGHTS	21
21	FURTHER PROVISIONS	21
22	GOVERNING LAW AND JURISDICTION	21
	SCHEDULE 1 INTELLECTUAL PROPERTY	23
	Part 1 Trademarks	23
	Part 2 Registered Design Rights	30
	Part 3 Domain Names	30

THIS DEED is dated 2 February 2017

PARTIES

- (1) **LILESTONE LIMITED** incorporated and registered in England and Wales with company number 03970757 whose registered office is at 100 New Bridge Street, London EC4V 6JA ("LL"),
- (2) **LILESTONE HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 05551556 whose registered office is at 100 New Bridge Street, London EC4V 6JA ("LHL"), and
- (3) **WINGS SPREAD INVESTMENTS LIMITED** incorporated and registered in British Virgin Islands with company number 1927992 whose registered office is at Morgan & Morgan Building, Pasea Estate, Road Town, Tortola, British Virgin Islands (the "Chargee")

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Convertible Loan Instrument (as defined below) shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed

"Administrator" means an administrator appointed to manage the affairs, business and property of each Chargor pursuant to clause 7.6,

"Book Debts" means all present and future book and other debts, and monetary claims due or owing to each Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by each Chargor in relation to any of them,

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the City of London and Hong Kong are open for normal banking business,

"Chargors" means LL and LHL,

"Convertible Loan Instrument" means the €5,500,000 convertible loan instrument dated on or about the date of this deed between the LHL and the Chargee,

"Delegate" means any person appointed by the Chargee or any Receiver pursuant to clause 12 and any person appointed as attorney of the Chargee, Receiver or Delegate,

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Chargor, including any part of it and all spare parts, replacements, modifications and additions,

"Event of Default" has the meaning given to that expression in the Convertible Loan Instrument,

"Finance Documents" means the Convertible Loan Instrument, any certificate for notes under the Convertible Loan Instrument, this deed and any other document designated as such by LHL and the Chargee,

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations,

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*),

"Insurance Policy" means each contract and policy of insurance effected or maintained by each Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment),

"Intellectual Property" means

- (a) each Chargor's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights, and
- (b) the trademarks, registered design rights and domain names as listed in Schedule 1,

"Investments" means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by each Chargor, including any

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments, and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise,

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984,

"LPA 1925" means Law of Property Act 1925,

"PD Charge" means the first fixed charge granted by LL (as chargor) to PD Garments Limited (as chargee) pursuant to a deed of charge dated 5 June 2013 over sums credited to a bank account established by the chargee into which LL has deposited the sum of £2,000,000,

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by each Chargor, and
- (b) the PD Charge,

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Chargor, or in which each Chargor holds an interest, and Property means any of them,

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Chargee under clause 10,

"Relevant Agreement" means each agreement to which a Chargor is a party and specified by the Chargee and each Chargor from time to time,

"Secured Assets" means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them),

"Secured Liabilities" means all present and future monies, obligations and liabilities of each Chargor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities,

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations, and

"Security Period" means the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have

been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1 2 Interpretation

The provisions of clauses 1 2 to 1 7 of the Convertible Loan Instrument apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Convertible Loan Instrument shall be read as a reference to this deed

1 3 Clawback

If the Chargee considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed

1 4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Convertible Loan Instrument and of any side letters between any parties in relation to the Convertible Loan Instrument are incorporated into this deed

1 5 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

2. COVENANT TO PAY

Each Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due

3 GRANT OF SECURITY

3 1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee by way of first fixed charge

- (a) all Properties acquired by each Chargor in the future,
- (b) all present and future interests of each Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property,

- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with each Chargor's business or the use of any Secured Asset, and all rights in connection with them,
- (e) all its present and future goodwill,
- (f) all its uncalled capital,
- (g) all the Equipment,
- (h) all the Intellectual Property,
- (i) all the Book Debts,
- (j) all the Investments,
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest),
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.2, and
- (m) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.2

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, and
- (b) *the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets*

3.3 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of each Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 and clause 3.2

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3

3.5 Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if

- (a) each Chargor
 - (i) creates, or attempts to create, without the prior written consent of the Chargee, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Convertible Loan Instrument), or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised),
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets,
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of each Chargor or an administrator is appointed to each Chargor, or
- (d) any person who is entitled to do so gives notice of its intention to appoint an administrator to each Chargor or files such a notice with the Court

3.6 Crystallisation of floating charge by notice

The Chargee may, in its sole discretion, at any time after an Event of Default has occurred, by written notice to each Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Chargee in that notice

4 REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties set out in this clause 4 to the Chargee

4 1 Ownership of Secured Assets

Each Chargor is the sole legal and beneficial owner of, or has licensed to it, the Secured Assets

4 2 No Security

The Secured Assets are free from any Security other than the Security created by this deed and the Permitted Security

4 3 No adverse claims

Each Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them

4 4 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets

4 5 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets

4 6 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms

4 7 Times for making representations and warranties

The representations and warranties set out in clause 4 1 to clause 4 6 are made by each Chargor on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

5. GENERAL COVENANTS

5 1 Negative pledge and disposal restrictions

Each Chargor shall not at any time, except with the prior written consent of the Chargee

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed or Permitted Security,
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge), or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party

5.2 Preservation of Secured Assets

Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed

6. INTELLECTUAL PROPERTY COVENANTS

6.1 Preservation of rights

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, any Intellectual Property necessary for the business of that Chargor (taking into account the size and jurisdiction of its operations) including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings

6.2 Registration of Intellectual Property

- (a) Each Chargor shall use all reasonable efforts
 - (i) to register applications for the registration of any Intellectual Property necessary for the business of that Chargor (taking into account the size and jurisdiction of its operations), and
 - (ii) maintain all current registrations of Intellectual Property necessary for the business of that Chargor (taking into account the size and jurisdiction of its operations),

and shall keep the Chargee informed of all matters relating to each such registrations

- (b) Each Chargor shall, at the request and cost of the Chargee, execute all such documents and do all such acts as the Chargee may reasonably require to record the interest of the Chargee in any registers relating to any registered Intellectual Property

6.3 Maintenance of Intellectual Property

Each Chargor shall not use or permit any Intellectual Property to be used in any way which may materially and adversely affect its value nor permit any Intellectual Property to be abandoned, cancelled or to lapse

7. POWERS OF THE CHARGE

7.1 Power to remedy

- (a) The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by a Chargor of any of its obligations contained in this deed
- (b) Each Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose
- (c) Any monies expended by the Chargee in remedying a breach by a Chargor of its obligations contained in this deed shall be reimbursed by each Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with the Convertible Loan Instrument

7.2 Exercise of rights

- (a) The rights of the Chargee under clause 7.1 are without prejudice to any other rights of the Chargee under this deed
- (b) The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession

7.3 Power to dispose of chattels

- (a) At any time after the Security constituted by this deed has become enforceable, the Chargee or any Receiver may, as agent for each Chargor, dispose of any chattels or produce found on any Property
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 7.3(a), each Chargor shall indemnify the Chargee and any Receiver against any liability arising from any disposal made under clause 7.3(a)

7.4 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the Security constituted by this deed has become enforceable, be exercised by the Chargee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver

7 5 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with each Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of each Chargor for the Secured Liabilities

7 6 Appointment of an Administrator

- (a) *The Chargee may, without notice to each Chargor, appoint any one or more persons to be an Administrator of each Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the Security constituted by this deed becomes enforceable*
- (b) Any appointment under this clause 7 6 shall
 - (i) be in writing signed by a duly authorised signatory of the Chargee, and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986
- (c) The Chargee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 7 6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified

8. WHEN SECURITY BECOMES ENFORCEABLE

8 1 Security becomes enforceable on Event of Default

The Security constituted by this deed shall become immediately enforceable if an Event of Default occurs or if a petition or application is presented for the making of an administration order in relation to each Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of each Chargor or files such a notice with the court

8 2 Discretion

After the Security constituted by this deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, *in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets*

9 ENFORCEMENT OF SECURITY

9.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the Security constituted by this deed has become enforceable under clause 8.1
- (c) The restrictions contained in sections 93 and 103 of the LPA 1925 shall not apply to this deed and each mortgage or to the exercise by the Chargee of its right to consolidate all or any of the security created by or pursuant to this deed and each mortgage with any other security in existence at any time or to its power of sale, which powers may be exercised by the Chargee without notice to each Chargor on or at any time after the occurrence of an Event of Default

9.2 Access on enforcement

- (a) At any time after an Event of Default has occurred, the Chargee has demanded payment of the Secured Liabilities in accordance with the terms of the Finance Documents or if a Chargor defaults in the performance of its obligations under this deed or the Convertible Loan Instrument, each Chargor will allow the Chargee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Chargee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to each Chargor for, or by any reason of, that entry
- (b) At all times, after an Event of Default has occurred each Chargor must use its reasonable endeavours to allow the Chargee or its Receiver access to any premises for the purpose of clause 9.2(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same

9.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied

9.4 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers

9.5 No liability as mortgagee in possession

Neither the Chargee, nor any Receiver, any Delegate or any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such

9.6 Conclusive discharge to purchasers

The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit

9.7 Right of appropriation

- (a) To the extent that
 - (i) the Secured Assets constitute Financial Collateral, and
 - (ii) this deed and the obligations of each Chargor under it constitute a Security Financial Collateral Arrangement,

the Chargee shall have the right, at any time after the Security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Chargee may, in its absolute discretion, determine

- (b) The value of any Secured Assets appropriated in accordance with this clause 9.7 shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Chargee may select (including independent valuation)

- (c) Each Chargor agrees that the methods of valuation provided for in this clause 9 7 are commercially reasonable for the purposes of the Financial Collateral Regulations

10 RECEIVER

10 1 Appointment

At any time after the Security constituted by this deed has become enforceable, or at the request of the Chargors, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets

10 2 Removal

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

10 3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged

10 4 Agent of each Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of each Chargor and each Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until each Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee

11. POWERS OF RECEIVER

11 1 General

- (a) Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 11 2 to clause 11 8
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed *individually and to the exclusion of any other Receiver*

- (c) Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of each Chargor, the directors of each Chargor or himself

11 2 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Chargee may prescribe or agree with him (without being limited to the maximum rate specified by the LPA 1925)

11 3 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights

11 4 Manage or reconstruct each Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of each Chargor

11 5 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold

11 6 Delegation

A Receiver may delegate his powers in accordance with this deed

11 7 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets

11 8 Incidental powers

A Receiver may do any other acts and things that he

- (a) may consider desirable or necessary for realising any of the Secured Assets,

(b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or

(c) lawfully may or can do as agent for each Chargor

12. DELEGATION

12.1 Delegation

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 17.1)

12.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit

12.3 Liability

Neither the Chargee nor any Receiver shall be in any way liable or responsible to each Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

13. GUARANTEE AND INDEMNITY

13.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally

(a) guarantees to each Finance Party punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents,

(b) undertakes to each Finance Party that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor, and

(c) undertakes to each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this clause 13 if the amount claimed had been recoverable on the basis of a guarantee

13.2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

13.3 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 a Finance Party 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 under this clause 13 will continue or be reinstated as if the discharge, release or arrangement had not occurred

13.4 Waiver of defences

The obligations of each Chargor under this clause 13 will not be affected by an act, omission, matter or thing which, but for this clause 13, would reduce, release or prejudice any of its obligations under this clause 13 (without limitation and whether or not known to it or any Finance Party) 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 a Chargor or any other person,
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or 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, or
- (g) any insolvency or similar proceedings

13.5 Chargor Intent

Without prejudice to the generality of clause 13.4 (Waiver of defences), each Chargor expressly confirms that it intends that this guarantee 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 reasonable expenses associated with any of the foregoing

13.6 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (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 clause 13. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

13.7 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (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 that Finance Party (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 clause 13

13.8 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and

unless the Finance Parties otherwise direct, 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 clause 13

- (a) to be indemnified by a Chargor,
- (b) to claim any contribution from any other 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 Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (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 under clause 13 (Guarantee and 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 any Finance Party

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 Finance Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Chargee

13.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party

14. APPLICATION OF PROCEEDS

14.1 Order of application of proceeds

All monies received by the Chargee, a Receiver or a Delegate pursuant to this deed, after the Security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed,

the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed,

- (b) in or towards the discharge of all or any of the Secured Liabilities which are then due and payable, and
- (c) if each Chargor is under no further actual or contingent liability under the Convertible Loan Instrument, in payment of the surplus to LHL or any other person entitled to it

15. APPROPRIATION

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

16. FURTHER ASSURANCE

Each Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for

- (a) creating, perfecting or protecting the security intended to be created by this deed,
- (b) conferring on the Chargee security over property or assets of each Chargor located in any jurisdiction outside of England and Wales, equivalent or similar to the security intended to be conferred by this deed,
- (c) facilitating the realisation of any Secured Asset, or
- (d) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Secured Asset

17. POWER OF ATTORNEY

17.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of each Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

- (a) each Chargor is required to execute and do under this deed, or

- (b) following the occurrence of a Event of Default any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate

17 2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17 1

18 RELEASE

Subject to clause 21 2, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of each Chargor, take whatever action is necessary to

- (a) release the Secured Assets from the Security constituted by this deed, and
- (b) reassign the Secured Assets to each Chargor

19 AMENDMENTS, WAIVERS AND CONSENTS

19 1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

19 2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Chargee shall be effective unless it is in writing

19 3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law

20 THIRD PARTY RIGHTS

Except as expressly provided in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

21. FURTHER PROVISIONS

21 1 Continuing security

The Security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this deed in writing

21 2 Discharge conditional

Any release, discharge or settlement between each Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise Despite any such release, discharge or settlement

- (a) the Chargee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund, and
- (b) the Chargee may recover the value or amount of such security or payment from each Chargor subsequently as if the release, discharge or settlement had not occurred

22 GOVERNING LAW AND JURISDICTION

22 1 Governing law


This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

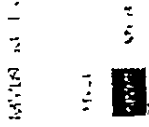
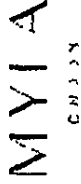


22.2 Jurisdiction


Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against each Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

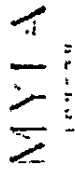
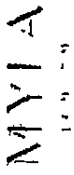
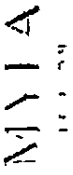





SCHEDULE 1
INTELLECTUAL PROPERTY
Part 1
Trademarks




Owner	Country	Mark	Status	Registration Number	Date registration	Classes of
Lilestone Limited	UK	M	Registered	UK00003102350	23 October 2015	35
Lilestone Limited	UK		Registered	UK00003102346	2 October 2015	3,6,9,10,18,24,25,35
Lilestone Limited	UK	MYLA	Registered	UK00003102322	21 August 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	UK	MYLA <small>BY</small>	Registered	UK00003102348	3 July 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	UK	MYLA <small>BY</small> MYLA	Registered	UK00002303310	22 November 2002	3,25
Lilestone Limited	UK	MYLA-MYLA	Registered	UK00002266057	1 February 2002	3,10,25

Owner	Country	Mark	Status	Registration Number	Date of registration	Classes
Lilestone Limited	UK		Registered	UK00002271970	5 April 2002	3,10,14,16,18,25,28,30,35,41,42
Lilestone Limited	EU		Registered	013906862	17 September 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	EU		Registered	013906805	16 September 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	EU	MYLA	Registered	013906871	29 September 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	US		Registered	3438388	27 May 2008	25,35

Owner	Country	Mark	Status	Registration Number	Date of registration	Classes
Lilestone Limited	US	MYLA	Filed	79180996 (Application No)	18 September 2015 (Application Date)	25,35
Lilestone Limited	Canada	MYLA	Registered	TMA708335	26 February 2008	3,4,5,10,25,26,35
Lilestone Limited	Canada	MYLA	Filed	1729064-00 (Application No)	20 May 2015 (Application Date)	3,6,9,10,14,18,20 ,21,24,25,35
Lilestone Limited	Canada	MYLA	Filed	1722688 (Application No)	7 April 2015 (Application Date)	3,6,9,10,14,18,20 ,21,24,25,35
Lilestone Limited	Canada		Filed	1722694 (Application No)	7 April 2015 (Application Date)	3,6,9,10,14,18,20 ,21,24,25,35
Lilestone Plc	Mexico	MYLA	Registered	1311331	13 September 2012	10
Lilestone Plc	Mexico	MYLA	Registered	1262198	24 January 2012	35
Lilestone Plc	WIPO* (designating Germany, Spain, France, Italy)	MYLA	Registered**	789538	24 September 2002	3,10,25

Owner	Country	Mark	Status	Registration Number	Date of registration	Classes
Lilestone Limited	WIPO* (designating Australia, Bahrain, China (not class 3), Switzerland, Cameroon, EU, Croatia, Kazakhstan, Montenegro, Norway, Oman, Republic of Serbia, Russian Federation, Singapore, Turkey, Ukraine)	MYLA	Registered**	885766	9 December 2005	3,10,25,35
Lilestone Pic	WIPO* (designating Japan)	MYLA-MYLA	Registered**	816627	30 October 2003	10,25
Lilestone Limited	WIPO* (designating <ul style="list-style-type: none"> • registered Ukraine, Japan, AND • pending USA, Bahrain, Russian Federation, Azerbaijan, China) 	MYLA	Registered	1284327	18 September 2015	25,35
Lilestone Limited	Hong Kong	MYLA <small>М.У.Л.А.</small>	Registered	303365334	17 November 2015	3,6,9,10,14,18,24,25,35

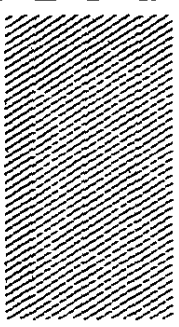
Owner	Country	Mark	Status	Registration Number	Date registration	Classes of
Lilestone Limited	Puerto Rico		Registered	211233	22 March 2016	14
Lilestone Limited	Puerto Rico		Registered	211237	22 March 2016	3
Lilestone Limited	Puerto Rico		Registered	211240	22 March 2016	35
Lilestone Limited	Hong Kong		Registered	301020103	15 July 2008	3,10,25,35
Lilestone Limited	Saudi Arabia		Registered	1032/88	30 December 2008	10
Lilestone Limited	Saudi Arabia		Registered	1032/89	30 December 2008	25
Lilestone Limited	Saudi Arabia		Registered	1036/42	14 January 2009	3
Lilestone Limited	Saudi Arabia		Registered	1032/90	30 December 2008	35

Owner	Country	Mark	Status	Registration Number	Date registration	Classes of
Lilestone Limited	United Arab Emirates	MYLA	Registered	127169	23 December 2010	10
Lilestone Limited	United Arab Emirates	MYLA	Registered	104659	20 June 2010	35
Lilestone Limited	United Arab Emirates	MYLA	Registered	106889	16 August 2010	25
Lilestone Limited	United Arab Emirates	MYLA	Registered	106888	16 August 2010	3
Lilestone Limited	Hong Kong		Registered	303365523	17 November 2015	3,6,9,10,14,18,24,25,35
Lilestone Limited	Puerto Rico		Registered	211227	22 March 2016	3
Lilestone Limited	Puerto Rico		Registered	211230	22 March 2016	14

* WIPO is a worldwide trade mark filing system. This does not give worldwide trade mark protection, but rather is a simplified method of filing trade mark applications in the designated territories. The trade mark offices of the designated territories then review the WIPO registration and the mark will either go through to registration in the designated territories or will be limited/rejected.

** Notification published 22 01 2015 "The holder's right of disposal of the above mentioned international registrations has been restricted for all the contracting parties, following the execution of a Debenture Agreement dated 1 October 2010, in favour of PD Garments Limited, Unit 1001, 10th Floor, Star House, 3 Salisbury Road, Tsimshatsui, Kowloon, Hong Kong, is no longer so restricted following the release of the said Debenture."

**Part 2
Registered Design Rights**

Owner	Country	Representation of design	Status	Design Number	Date registration	Expiry Date
Lilestone Limited	EU		Registered	002675181-0001	2 April 2015	2 April 2020

**Part 3
Domain Names**

- 1 www.myla.com
- 2 www.mvla.co.uk
- 3 www.lilestone.com
- 4 www.lilestone.co.uk

EXECUTION PAGE

CHARGORS

EXECUTED as a DEED by)
LILESTONE LIMITED, acting by)
....., a director)
in the presence of)
Witness signature
Name (print) A.W. RIDLER
Address EGT
Occupation
EXECUTED as a DEED by)
LILESTONE HOLDINGS LIMITED,)
acting by)
a director)
in the presence of)
Witness signature
Name (print) A.W. RIDLER
Address
Occupation
Redacted pursuant to section 859(G) of the Companies Act 2006
Redacted pursuant to section 859(G) of the Companies Act 2006
Redacted pursuant to section 859(G) of the Companies Act 2006

CHARGEE

EXECUTED as a DEED by)
WINGS SPREAD INVESTMENTS)
LIMITED, acting by BRISK AUTUMN LIMITED)
a director)
in the presence of

*Redacted pursuant to
section 859(G) of the
Companies Act 2006*

Witness signature

Name (print)

NISIT ROONPRAPHUN

Address

Occupation