



Registration of a Charge

Company name: **SOTHEBY'S**

Company number: **00874867**



X7945V88

Received for Electronic Filing: **29/06/2018**

Details of Charge

Date of creation: **26/06/2018**

Charge code: **0087 4867 0020**

Persons entitled: **JPMORGAN CHASE BANK, N.A.**

Brief description: **LAND SEE CLAUSE 3.1(B) OF THE CHARGE WHICH CREATES A FIXED CHARGE OVER ANY RIGHT, TITLE OR INTEREST IN ANY OTHER LAND (AS DEFINED IN THE CHARGE) WHICH IT HAS NOW OR MAY SUBSEQUENTLY ACQUIRE. INTELLECTUAL PROPERTY SEE CLAUSE 3.7 OF THE CHARGE WHICH CREATES A FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE CHARGE), INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 874867

Charge code: 0087 4867 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2018 and created by SOTHEBY'S was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2018 .

Given at Companies House, Cardiff on 3rd July 2018

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



Companies House



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

CONFIDENTIAL

EXECUTION VERSION

Dated 26 June 2018

**Oatshare Limited
(and others as Chargors)**

and

**JPMorgan Chase Bank, N.A.
(as Administrative Agent)**

Guarantee and Debenture

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Sign & Dated *28 June 2018*

 **NORTON ROSE FULBRIGHT**

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Guarantee and Debenture

Dated 26 June 2018

Between

- (1) **Oatshare Limited** registered in England with number 01737495 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargers*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **JPMorgan Chase Bank, N.A.** as collateral agent and trustee for the Secured Parties (the **Administrative Agent**).

Recitals

- (A) The Lenders have agreed to make credit facilities available on the terms of the Credit Agreement.
- (B) The Chargers enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities and to guarantee the obligations of the Foreign Loan Parties to the Secured Parties.
- (C) The Chargers and the Administrative Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Controlled Accounts means the bank accounts of the Chargers specified in Schedule 5 (*Controlled Accounts*) and/or in the Schedule to any Deed of Accession and/or any such other bank account as the relevant Chargor and the Administrative Agent may designate or approve.

Credit Agreement means the credit agreement dated on or about the date of this Deed between, amongst others, Sotheby's and others (as Domestic Borrowers), the Company and others (as U.K. Borrowers), the lenders that are a party thereto (as the Lenders) and JPMorgan Chase Bank, N.A. (as Administrative Agent).

Deed of Accession means a deed of accession substantially in the form set out in Schedule 7 (*Deed of Accession*).

Default Rate means the rate specified in section 2.13(g) of the Credit Agreement.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Enforcement Event has the meaning set out in Clause 10 (*Enforcement*).

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade-marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Administrative Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

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

Secured Liabilities means all Foreign Secured Obligations under and as defined in the Credit Agreement except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

Security Assets means all assets of each Chargor the subject of any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or

contingent, in relation to the credit facilities provided under the Credit Agreement in relation to any Loan Party. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Shares means all shares held by any Chargor in its Subsidiaries that are incorporated and registered in England and Wales.

Specified Intellectual Property means the registered Intellectual Property Rights (if any) specified in Schedule 6 (*Specified Intellectual Property*) and/or in the Schedule to any Deed of Accession.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Loan Document** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (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 one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Loan Party only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Loan Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust 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 but, if not having the force of law, compliance with which is customary) of any governmental, intergovernmental or

supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (vii) a **guarantee** (other than the guarantee contained in Clause 16 (*Guarantee and Preservation of Security*)) includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
- (viii) a provision of law is a reference to that provision as amended or re-enacted;
- (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been waived.
- (d) Capitalised terms defined in the Credit Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (e) The terms of the other Loan Documents and of any side letters between any parties in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

2 Covenant to pay

Each Chargor covenants with the Administrative Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
 - (b) all related Distribution Rights,
- including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all Equipment, so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Book Debts

Each Chargor charges by way of fixed charge:

- (a) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding any amounts standing to the credit of any bank account; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.6 Controlled Accounts

Each Chargor charges by way of fixed charge all of its right, title and interest (if any) in and to the Controlled Accounts and all monies standing to the credit of any of the Controlled Accounts and the debts represented by them.

3.7 Intellectual Property Rights

Each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.11 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.12 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.13 Trust

- (a) Subject to paragraph (b), if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited or restricted, each Chargor holds it on trust for the Administrative Agent.

- (b) If the reason referred to in paragraph (a) is that:

- (i) a consent or waiver must be obtained; or
- (ii) a condition must be satisfied,

then:

- (A) subject to paragraph (c) the relevant Chargor shall apply for the consent or waiver, provided that such action will not involve placing commercial relationships with third parties in jeopardy; and
- (B) the relevant Chargor shall use commercially reasonable endeavours to satisfy the condition,

as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition. If the relevant Chargor has not been able to obtain the consent or waiver within 20 Business Days, its obligation to seek such consent or waiver under this Clause 3.13(b) shall cease.

- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use commercially reasonable endeavours to obtain it as soon as reasonably practicable; and
 - (ii) keep the Administrative Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.

4 Nature of Security Created

The Security created under this Deed is created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor

and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;

- (c) in favour of the Administrative Agent as agent and trustee for the Secured Parties;
- (d) with full title guarantee; and
- (e) subject to Clause 3.13 above.

5 Conversion of Floating Charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Administrative Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Enforcement Event has occurred; or
- (b) the Administrative Agent considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if the Administrative Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create any Security over all or any of the Security Assets (other than Permitted Encumbrances);
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than Permitted Encumbrances or as created by this Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for:
 - (i) as permitted pursuant to the terms of the Credit Agreement;
 - (ii) the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.12 (*Other assets*); or
 - (iii) with the consent of the Administrative Agent.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Administrative Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with the terms of the Credit Agreement with reference to the facts and circumstances then existing.

7.2 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally.

7.3 Title

The Chargors are the sole legal and beneficial owner of the Security Assets free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Loan Documents).

7.4 Security

This Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

7.5 Land

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 2 (*Land charged by way of legal mortgage*).

7.6 Shares

- (a) All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 4 (*Shares*).
- (b) All of the Shares and, to the extent applicable, all Investments are fully paid.

7.7 Specified Intellectual Property

The details of the Specified Intellectual Property, registered in the United Kingdom or the European Union, appearing or referred to in Schedule 6 (*Specified Intellectual Property*):

- (a) are true, accurate, and complete in all material respects; and

- (b) notwithstanding the Specified Intellectual Property which is identified in that Schedule, the Chargor is the owner of interests in other Intellectual Property Rights worldwide.

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Administrative Agent and the Secured Parties.

8.2 Book debts and receipts

Each Chargor shall collect and realise its Book Debts in accordance with the terms of the Credit Agreement.

8.3 Controlled Account Arrangements

Each Chargor shall, on or before the date falling 90 days after the date of this Deed or, in respect of any Controlled Account opened after the date falling 90 days after the date of this Deed, promptly following the opening of such Controlled Account, use commercially reasonable efforts to:

- (a) serve notice upon the bank at which each Controlled Account is opened (in respect of the relevant Controlled Accounts) in substantially the form set out in Part I of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Administrative Agent in its absolute discretion; or
- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Administrative Agent and the relevant account bank in their absolute discretion,

each of the arrangements described in paragraph (a) or (b) above being a **Deposit Account Control Agreement** for the purposes of the Credit Agreement.

8.4 Operation of Controlled Accounts

Other than during a Cash Dominion Period, each Chargor shall be entitled to receive, withdraw or otherwise transfer part or all of any amount standing to the credit of any Controlled Account in accordance with the terms of the Credit Agreement. During a Cash Dominion Period and until such time as that Cash Dominion Period ends, each Chargor shall not be entitled to receive, withdraw or otherwise transfer part or all of any amount standing to the credit of any Controlled Account except as required under the terms of the Credit Agreement or with the prior written consent of the Administrative Agent.

8.5 Collection Accounts

Until the Security constituted by this Deed is discharged, no Chargor shall maintain any Collection Accounts which are not Controlled Accounts.

8.6 Shares and Investments

Each Chargor covenants that, at all times during the Security Period:

- (a) if it forms or acquires any Subsidiary after the date of this Deed, it shall promptly notify the Administrative Agent; and

- (b) as soon as any Shares or Investments are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Administrative Agent (and in any event as soon as the Administrative Agent so requests), it shall deposit with the Administrative Agent, in respect of or in connection with those Shares or Investments:
 - (i) all stock and share certificates and documents of or evidencing title;
 - (ii) signed undated transfers, completed in blank and, left undated; and
 - (iii) any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Administrative Agent at the expense and risk of the Chargor;
- (c) it will promptly copy to the Administrative Agent, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments;
- (d) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties; and
- (e) promptly following receipt, each Chargor shall forward to the Administrative Agent copies of all notices, documents and other communications received in connection with the Shares and Investments.

8.7 Land

- (a) Each Chargor shall promptly notify the Administrative Agent in writing if it:
 - (i) intends to acquire any estate or interest in Land; or
 - (ii) acquires any estate or interest in Land.
- (b) Each Chargor shall promptly give notice in writing to the Administrative Agent if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Land.
- (c) If any Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
 - (i) promptly on request by the Administrative Agent and at the cost of the Chargor, execute and deliver to the Administrative Agent a legal mortgage capable of being registered as a first ranking legal mortgage in favour of the Administrative Agent of that property in the same form as this Deed (*mutatis mutandis*);
 - (ii) if required by the Administrative Agent and if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (iii) if applicable, ensure that the provisions of Clause 14.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.

- (d) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:
 - (i) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (ii) use its reasonable endeavours to obtain the landlord's consent.
- (e) Each Chargor shall:
 - (i) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
 - (ii) within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - (A) deliver a copy to the Administrative Agent; and
 - (B) inform the Administrative Agent of the steps taken or proposed to be taken to comply with the relevant requirements.
- (f) Each Chargor will keep and maintain its Land in good repair, working order and condition (ordinary wear and tear excepted) and permit the Administrative Agent and its representatives to enter and view their state and condition upon giving reasonable notice to the Chargor.
- (g) No Chargor will, without the prior written consent of the Administrative Agent:
 - (i) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Land;
 - (ii) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change use of its Land;
 - (iii) determine, accept or agree to accept the surrender of any leasehold interest in any of its Land; or
 - (iv) make a material change to the use of any of its Land.

8.8 Intellectual Property

- (a) Without prejudice to clause 14 (*Further Assurances*), each Chargor shall at its own expense promptly execute any document and do all assurances acts and things as the Administrative Agent may require to procure that the security created by this Deed is recorded as soon as possible by the Administrative Agent in each register in each jurisdiction in which any Specified Intellectual Property or other Intellectual Property Rights are registered.
- (b) Without prejudice to clause 14 (*Further Assurances*) if after the date of this Deed, any Chargor (i) proposes to apply to register any Specified Intellectual Property in any register in which it is not already identified as being registered in or (ii) proposes to apply to register any Intellectual Property Rights not existing on the date of this Deed, such Chargor shall notify the Administrative Agent and, if the Administrative Agent so requires and promptly notifies the Chargor, such Chargor shall ensure that application is made for the security created by this Deed to be recorded, and that any such security is recorded,

at the same time as the application or registration (as the case may be) of such Intellectual Property Rights.

9 Shares and Investments

9.1 Before an Event of Default

Until an Event of Default occurs:

- (a) each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into a Controlled Account; and
- (b) no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which the Administrative Agent reasonably considers may prejudice the interests of the Secured Parties under the Loan Documents.

9.2 After an Event of Default

After an Event of Default occurs each Chargor shall promptly pay over to the Administrative Agent all monies arising from the Distribution Rights relating to the Shares and Investments which it may receive, and exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Administrative Agent may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable:

- (a) if an Event of Default has occurred and is continuing; or
- (b) if a Chargor so requests,

with each of the events described in paragraphs (a) and (b) above being an **Enforcement Event**.

10.2 Powers on enforcement

At any time after the Security created by a Chargor under this Deed has become enforceable, the Administrative Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice upon any bank at which a Controlled Account is open, terminating the Chargor's right to operate such Controlled Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, upon giving written notice to the relevant Chargor, appropriate it and transfer the title in and to it to the Administrative Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18. For this purpose, the parties agree that the value of the Security Asset shall be:

- (i) in the case of cash, the amount standing to the credit of each bank account together with any accrued but unposted interest, at the time of appropriation; and
- (ii) in the case of any Investments, Shares and/or any other Security Asset, the market value of such Security Asset by reference to a fair valuation opinion provided by an independent reputable internationally recognised third party professional firm of advisors;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Administrative Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

- (a) The Administrative Agent or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in the following order:
 - (i) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Administrative Agent and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
 - (ii) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Administrative Agent and any Receiver;
 - (iii) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities;
 - (iv) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Credit Agreement; and
 - (v) **fifthly**, in the payment of any surplus to the relevant Chargor or other person entitled to it,

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

- (b) Clause 10.4(a) will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Administrative Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Administrative Agent pursuant to this Deed may be made in writing under the hand of

any officer or manager of the Administrative Agent (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Administrative Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Administrative Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11.6 Delegation

- (a) The Administrative Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Administrative Agent) to any person any right, power or discretion exercisable by the Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Administrative Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Administrative Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Administrative Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Administrative Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Administrative Agent, to any Receiver or to any other person.

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

None of the Administrative Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

Each Chargor shall indemnify the Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Administrative Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.3 Indemnity out of the Security Assets

The Administrative Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Administrative Agent, or any Receiver, attorney, manager, agent or other person appointed by the Administrative Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

14 Further Assurances

14.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [Administrative Agent] referred to in the charges register [or their conveyancer]"; and

- (b) a notice on the charges register that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Loan Documents.

14.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Administrative Agent may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Administrative Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Administrative Agent of the Book Debts in any manner reasonably required by the Administrative Agent.

14.3 Deposit of documents

Each Chargor covenants that, on the date of this Deed and at all times during the Security Period within five Business Days of receiving them (and in any event promptly upon a request by the Administrative Agent), it shall deposit with the Administrative Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title, leases, licences and other ancillary documents received by it or on its behalf in relation to the Land;
- (b) in respect of Shares and Investments mortgaged under Clause 3.2 (*Shares*) and 3.3 (*Investments*) respectively, signed undated transfers, completed in blank and left undated; and
- (c) any other documents which the Administrative Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Administrative Agent at the expense and risk of the relevant Chargor.

14.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14 (*Further Assurances*).

15 Power of Attorney

15.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Administrative Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Administrative Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default or following the failure by that Chargor to comply within ten Business Days of receiving a request from the Administrative Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

15.2 Ratification

Each Chargor agrees, promptly on the request of the Administrative Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Guarantee and Preservation of Security

16.1 Guarantee and indemnity

Subject to any limits on its liability specifically recorded in the Loan Documents (including but not limited to those set out in section 11.14 of the Credit Agreement), each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to each Secured Party punctual performance by each Foreign Loan Party of all that Foreign Loan Party's obligations under the Loan Documents;
- (b) undertakes with each Secured Party that whenever a Foreign Loan Party does not pay any amount when due under or in connection with any Loan Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and

- (c) agrees with each Secured 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 Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Foreign Loan Party not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan 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 16 (*Guarantee and Preservation of Security*) if the amount claimed had been recoverable on the basis of a guarantee.

16.2 Continuing guarantee

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

16.3 Reinstatement

If any payment by a Chargor or any discharge given by the Administrative Agent (whether in respect of the obligations of any Chargor, any Foreign Loan Party or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Administrative Agent shall be entitled to recover the value or amount of that Security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16.4 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.4 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Administrative Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, any other Foreign Loan Party or other person;
- (b) the release of any other Chargor, Foreign Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Chargor, Foreign Loan Party or any other person;
- (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, Foreign Loan Party or any 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, Foreign Loan Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Loan Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

16.5 Chargor intent

Without prejudice to the generality of Clause 16.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the guarantee and Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

16.6 Immediate recourse

Each Chargor waives any right it may have of first requiring the Administrative Agent to proceed against or enforce any other rights or Security or claim payment from any person before enforcing the Security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

16.7 Appropriations

Until the expiry of the Security Period, the Administrative Agent may:

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

16.8 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Administrative Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

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

guarantee or Security taken pursuant to, or in connection with, the Loan Documents by the Administrative Agent.

16.9 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

16.10 New Accounts

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

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

17 Notices

17.1 Delivery and Receipt

- (a) Any communications to be made under or in connection with this Deed shall be made in writing, may be made by letter or facsimile and shall be deemed to be given as follows:
 - (i) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post with postage prepaid in an envelope addressed to it at that address; and
 - (ii) if by facsimile, when received in legible form,

save that any notice delivered or received on a non-Business Day or after business hours shall be deemed to be given on the next Business Day at the place of delivery or receipt.

- (b) Any communication or document made or delivered to the Company in accordance with this Clause 17.1 (*Delivery and Receipt*) will be deemed to have been made or delivered to each of the Chargors.

17.2 Company's Address

The Company's and each other Chargor's address and facsimile number for notices are:

Sotheby's
1334 York Avenue
New York, NY 10021
Facsimile no: (212) 606-7372
For the attention of: Chief Financial Officer

with a copy to:

Sotheby's
1334 York Avenue
New York, NY 10021
Facsimile no: (212) 606-7374

For the attention of: General Counsel

and with a further copy to:

Sotheby's
34-35 New Bond Street
London W1A 2AA
United Kingdom
For the attention of: General Counsel

or such as the Company may notify to the Administrative Agent by not less than 10 days' notice.

17.3 Administrative Agent's Address

The Agent's address and facsimile number for notices are:

J.P.Morgan Europe Limited
25 Bank Street, Canary Wharf
London E14 5JP
Facsimile no: +44 (0)20 3493 1365
For the attention of: Matthew Sparkes, Kennedy Capin and Graeme Syme
Email: matthew.c.sparkes@jpmorgan.com; kennedy.a.capin@jpmorgan.com and
graeme.syme@jpmorgan.com

or such as the Administrative Agent may notify to the Company by not less than 10 days' notice.

18 Miscellaneous Provisions

18.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Administrative Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Loan Documents.

18.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

18.3 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

18.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

18.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Loan Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the Security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period (but not otherwise), the Administrative Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Controlled Accounts

At any time before the Security created by this Deed shall have become enforceable, in the absence of any directions from the Administrative Agent to the contrary, any amounts permitted by the terms of the Loan Documents to be paid into an account that is not a Controlled Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.12(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

20.2 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 regarding the existence, validity or termination of 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 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**Schedule 1
The Chargors**

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Sotheby's	England & Wales	00874867
Sotheby's Financial Services Limited	England & Wales	00597920
Catalogue Distribution Company Limited	England & Wales	05299034
Sotheby's Shipping Limited	England & Wales	02508976
York UK Holdco International Limited	England & Wales	08096692

Schedule 2
Land charged by way of legal mortgage

Property Address	Tenure	Title No
3 St George Street	Leasehold	336185
4 St George Street	Freehold	LN85306
5 St George Street	Freehold	181684
6/7 St George Street	Freehold	183300, 44688 and LN177851
8 St George Street	Freehold	346561
9 St George Street	Freehold	LN215552
10 St George Street	Freehold	401506
34 and 35 New Bond Street	Leasehold	225927
36 New Bond Street	Leasehold	270531
40 and 42 Bourdan Street	Leasehold	NGL348753

Schedule 3
Forms of Notice to Banks and Acknowledgement

Part I – Controlled Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: [•]

Dear Sirs,

- 1 We hereby give you notice that by a guarantee and debenture (the **Agreement**) dated [•] between ourselves as chargor and JPMorgan Chase Bank, N.A. as collateral agent and trustee (the **Administrative Agent**) for the Secured Parties (as defined in the Agreement) we have charged to the Administrative Agent all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•]

Account No. [•], sort code [•]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 With effect from your receipt of a notice from the Administrative Agent (an **Activation Notice**):
- (a) any existing payment instructions affecting the Charged Account(s) (except the instructions set out in paragraph (c) below) are to be terminated and all payments and communications in respect of the Charged Account(s) should be made to the Administrative Agent;
 - (b) all rights, interests and benefits whatsoever accruing to or for our benefit arising from the Charged Account(s) belong to the Administrative Agent and accordingly no changes may be made to the terms of the Charged Account(s) nor may the Charge Account(s) be terminated save with the Administrative Agent's consent; and
 - (c) we irrevocably instruct and authorise you to take instructions from [the Administrative Agent] [the person or persons identified by the Administrative Agent in the attached schedule as a person authorised to sign on behalf of the Administrative Agent in respect of the Charged Account(s) together with their specimen signatures (each, an **Authorised Signatory**). The Administrative Agent shall notify you of any amendments or additions to such list by providing notice in writing to you signed by any two of the Authorised Signatories.]
- 3 Prior to your receipt of any Activation Notice and following any notification to you from the Administrative Agent that such Activation Notice has been withdrawn, we are entitled to receive, withdraw or otherwise transfer part or all of any amount standing to the credit of any Charged Account from time to time.

- 4 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Administrative Agent at [●], Attention: [●].

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

[SCHEDULE

JPMorgan Chase Bank, N.A.

List of Authorised Signatories

Name:	Position:	Signature:

¹

¹ Include only if required/available.

Part II – Controlled Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

[Administrative Agent] (the **Administrative Agent**)

[Address]

Attention: [●]

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) upon request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter and the Notice;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
 - (g) not be obliged to comply with any instructions received from you where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
 - (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g), not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Administrative Agent, without further inquiry as to the Administrative Agent's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.
- 7 This letter is governed by and shall be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[Bank]

.....
for and on behalf of
[Administrative Agent]

Schedule 4 Shares

Chargor	Company Name	Type of Share	Number of Shares
Sotheby's	Catalogue Distribution Company Limited	Ordinary shares	2
Sotheby's	Sotheby's Financial Services Limited	Ordinary shares	1,000
Sotheby's	Sotheby's Shipping Limited	Ordinary shares	2
Oatshare Limited	Sotheby's	Deferred shares	100,000
Oatshare Limited	Sotheby's	Ordinary shares	19,010,000

Schedule 5
Controlled Accounts

Chargor	Account Name	Bank	Branch	Account No.	IBAN
Catalogue Distribution Company	Catalogue Distribution Company	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Rent Account	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Rent Account 2	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Distribution	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Network Offices	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Office Account	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Receipts	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Business Reserve	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's Wine	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
Sotheby's	Sothebys	JP Morgan	25 Bank Street, London, E14 5JP	[REDACTED]	[REDACTED]
Sotheby's	Sothebys	Bank of America N.A.	2, King Edward Street, London, EC1A 1HQ	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's	Lloyds Banking Group	4th Floor, Gresham Street, London, EC2V 7HN	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's	Santander	2, Triton Square, Regents Place, London, NW1 3AN	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's	Barclays	Level 27, 1 Churchill Place, London, E14 5HP	[REDACTED]	[REDACTED]
Sotheby's	Sotheby's	Allied Irish Bank plc	100/101 Grafton Street, Dublin 2, Ireland	[REDACTED]	[REDACTED]
Sotheby's	Sothebys Client Payments Account	HSBC Bank USA NA	452 5th Avenue, New York, NY 10018	[REDACTED]	Not Applicable
Sotheby's Financial Services Ltd	Sotheby's Financial Services Ltd	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
York UK Holdco International Ltd.	York UK Holdco International Ltd.	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]
York UK Holdco International Ltd.	York UK Holdco International Ltd.	HSBC Bank plc	129 New Bond Street, London, W1A 2JA	[REDACTED]	[REDACTED]

Schedule 6
Specified Intellectual Property

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Sotheby's (U.K.) - Trademark Program in the EUTM and the United Kingdom

Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status	Record Owner:
EUTM	ICOLLECT EXCLUSIVELY FOR SOTHEBY'S (STYLIZED)	008494528	Aug 17 2009	Feb 17 2010	008494528	Registered	SOTHEBY'S (U.K.)

Goods

9: SCIENTIFIC, NAUTICAL, SURVEYING, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALLING, CHECKING (SUPERVISION), LIFE-SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS AND INSTRUMENTS FOR CONDUCTING, SWITCHING, TRANSFORMING, ACCUMULATING, REGULATING OR CONTROLLING ELECTRICITY; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS; FIRE-EXTINGUISHING APPARATUS; COMPUTER SOFTWARE: COMPUTER SOFTWARE FOR MANAGEMENT OF DATABASES COMPUTER SOFTWARE FOR USE IN COLLECTION MANAGEMENT SYSTEMS THAT ENABLES USERS TO ORGANIZE, TRACK, ENTER AND TRANSFER INFORMATION ABOUT THEIR ART COLLECTIONS.

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES; PROVISION OF INFORMATION RELATING TO ART COLLECTIONS, ART AND ANTIQUES; PROVISION OF A LIBRARY OF SUBJECT-ORIENTED INFORMATION, INDEXES, DATABASES, LITERATURE, ARTICLES, PERIODICALS, MAGAZINES, PUBLICATIONS, TEXT, DOCUMENTS, ELECTRONIC DOCUMENTS, GRAPHICS, AUDIO-VISUAL INFORMATION, CONTENT, AND REFERENCE MATERIALS, ALL RELATED TO ART AND ART COLLECTIONS, AND PROVIDED ON-LINE FROM A COMPUTER DATABASE, THE INTERNET, THE WORLD WIDE WEB OR OTHER GLOBAL COMMUNICATION SYSTEMS.

42: SCIENTIFIC AND TECHNOLOGICAL SERVICES AND RESEARCH AND DESIGN RELATING THERETO; INDUSTRIAL ANALYSIS AND RESEARCH SERVICES; DESIGN AND DEVELOPMENT OF COMPUTER HARDWARE AND SOFTWARE; PROVIDING A SECURED INTERACTIVE, WEB-BASED COLLECTION MANAGEMENT SYSTEM THAT ENABLES USERS TO ORGANIZE, TRACK, ENTER AND TRANSFER INFORMATION ABOUT THEIR ART COLLECTIONS; DATABASE DESIGN AND DEVELOPMENT; SUPPORT AND CONSOLATION SERVICES REGARDING COMPUTER SOFTWARE AND DATABASES.

EUTM	LONDON ROCKS	006030647	Jun 22 2007	Jun 22 2007	006030647	Registered	SOTHEBY'S (U.K.)
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Goods

14: PRECIOUS METALS AND THEIR ALLOYS; GOODS MADE OF PRECIOUS METALS OR COATED THEREWITH, NOT INCLUDED IN OTHER CLASSES; JEWELLERY; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; OBJECTS OF ART IN PRECIOUS METALS; FINE JEWELLERY; SEMI-PRECIOUS STONES; CLOCKS; WATCHES, TIMEPIECES.

16: PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; PHOTOGRAPHS; STATIONERY; INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PRINTED MATTER, EXHIBITION CATALOGUES AND BROCHURES, MAGAZINES, BULLETINS AND NEWSLETTERS, ALL CONCERNING JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES; PAINTINGS, DRAWINGS, PRINTS, POSTERS, PHOTOGRAPHS; CALENDARS; DIARIES; ADDRESS BOOKS; NOTEBOOKS; POSTCARDS; GREETINGS CARDS; PENS AND PENCILS.

35: AUCTIONEERING SERVICES; AUCTION ADVICE AND CONSULTANCY SERVICES; ORGANISATION OF EXHIBITIONS FOR COMMERCIAL OR ADVERTISING PURPOSES; ORGANISATION OF EXHIBITIONS FOR COMMERCIAL OR ADVERTISING PURPOSES IN RELATION TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES; PROMOTION OF JEWELLERY DESIGNERS; THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, OF A VARIETY OF SOME OR ALL OF THE FOLLOWING: JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, COLLECTIBLE ARTICLES, PRINTED MATTER, BOOKS, PUBLICATIONS, STATIONERY AND MERCHANDISING GOODS ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE THOSE GOODS.

36: VALUATION AND APPRAISAL SERVICES; VALUATION AND APPRAISAL SERVICES RELATING TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND ANTIQUE AND COLLECTIBLE ARTICLES; INSURANCE BROKING AND UNDERWRITING SERVICES.

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; CULTURAL ACTIVITIES; ARRANGING AND CONDUCTING LECTURES, EXHIBITIONS, SHOWS, EVENTS AND TOURS, ALL FOR CULTURAL AND EDUCATIONAL PURPOSES; EDUCATION IN RELATION TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES

EUTM	MYSOTHEBYS	006908123	May 12 2008	May 12 2008	006908123	Registered	SOTHEBY'S (U.K.)
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Goods

35: PROVIDING A WEBSITE ON WHICH CONSUMERS CAN MANAGE ACCOUNTS RELATING TO AUCTIONS, DOWNLOAD, RECEIVE, BROWSE, PRINT AND VIEW INFORMATION AND DOCUMENTS RELATING TO AUCTIONS AND PLACE BIDS; AUCTIONEERING SERVICES; AUCTION ADVICE AND CONSULTANCY SERVICES; AUCTIONING VIA TELECOMMUNICATION OR COMPUTER NETWORKS; ORGANISATION OF INTERNET AUCTIONS;

38: PROVIDING BROWSING AND SEARCHING TOOLS FOR LOCATING NEWS AND INFORMATION IN THE FIELD OF AUCTIONS, EXHIBITIONS, ART, FURNITURE, ANTIQUES, FINE AND DECORATIVE WORKS OF ART, JEWELLERY, STAMPS, COINS, BOOKS, ANTIQUES AND OTHER VALUABLE PERSONAL PROPERTY;

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES; EDUCATION AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PUBLISHING SERVICES;

EXHIBITIONS OF FINE AND DECORATIVE WORKS OF ART, JEWELLERY, STAMPS, COINS, BOOKS, ANTIQUES, AND OTHER VALUABLE PERSONAL PROPERTY; TICKET RESERVATION AND BOOKING SERVICES FOR ENTERTAINMENT, SPORTING AND CULTURAL EVENTS; AND ALL OF THE AFORESAID SERVICES PROVIDED ON-LINE VIA THE INTERNET, TELECOMMUNICATIONS OR COMPUTER NETWORKS; ART GALLERY SERVICES PROVIDED ON-LINE VIA A TELECOMMUNICATIONS LINK.

EUTM	NOORTMAN	005199732	Jul 14 2006	Aug 20 2007	005199732	Registered	SOTHEBY'S (U.K.)
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Goods

16: PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PRINTERS' TYPE; PRINTING BLOCKS, PAINTINGS, PRINTS, PICTURES

35: ADVERTISING; BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS;

36: INSURANCE; FINANCIAL AFFAIRS; MONETARY AFFAIRS; REAL ESTATE AFFAIRS; ART BROKERAGE

41: ART GALLERY SERVICES, ART EXHIBITIONS, ARRANGING AND CONDUCTING EXHIBITIONS IN THE FIELD OF ART

EUTM	NY ROCKS	016961864	Jul 6 2017	Jan 31 2018	016961864	Registered	SOTHEBY'S (U.K.)
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Goods


14: PRECIOUS METALS AND THEIR ALLOYS; GOODS MADE OF PRECIOUS METALS OR COATED THEREWITH, NAMELY, JEWELRY BOXES AND CASES, AND DECORATIVE FIGURINES; JEWELLERY; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; OBJECTS OF ART IN PRECIOUS METALS; FINE JEWELLERY; SEMI-PRECIOUS STONES; CLOCKS; WATCHES, TIMEPIECES

16: PRINTED MATTER, EXHIBITION CATALOGUES AND BROCHURES, BOOKS, MAGAZINES, BULLETINS, NEWSLETTERS, PAINTINGS, DRAWINGS, PRINTS, POSTERS, PHOTOGRAPHS, POSTCARDS AND GREETINGS CARDS, ALL CONCERNING OR RELATING TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART AND COLLECTIBLE ARTICLES

35: AUCTIONEERING SERVICES; AUCTION ADVICE AND CONSULTANCY SERVICES; ORGANISATION OF EXHIBITIONS FOR COMMERCIAL OR ADVERTISING PURPOSES IN RELATION TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART; PROMOTION OF JEWELLERY DESIGNERS; THE BRINGING TOGETHER, FOR THE BENEFIT OF OTHERS, OF A VARIETY OF THE FOLLOWING: JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES, ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE THOSE GOODS; THE BRINGING TOGETHER FOR THE BENEFIT OF OTHERS, OF A VARIETY OF THE FOLLOWING: PRINTED MATTER, EXHIBITION CATALOGUES AND BROCHURES, BOOKS, MAGAZINES, BULLETINS, NEWSLETTERS, PAINTINGS, DRAWINGS, PRINTS, POSTERS, PHOTOGRAPHS, POSTCARDS AND GREETING CARDS, ALL CONCERNING JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES, ENABLING CUSTOMERS TO CONVENIENTLY VIEW AND PURCHASE THOSE GOODS

36: VALUATION AND APPRAISAL SERVICES; VALUATION AND APPRAISAL SERVICES RELATING TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND ANTIQUE AND COLLECTIBLE ARTICLES; INSURANCE BROKING AND UNDERWRITING SERVICES

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; CULTURAL ACTIVITIES; ARRANGING AND CONDUCTING LECTURES, EXHIBITIONS, SHOWS, EVENTS AND TOURS, ALL FOR CULTURAL AND EDUCATIONAL PURPOSES; ALL OF THE AFORESAID IN RELATION TO JEWELLERY, PRECIOUS AND SEMI-PRECIOUS STONES, WATCHES, CLOCKS, TIMEPIECES, FINE AND DECORATIVE ART, AND COLLECTIBLE ARTICLES

EUTM	SD & DESIGN		004693529	Oct 19 2005	Oct 6 2006	004693529	Registered	SOTHEBY'S (U.K.)
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Goods

14: JEWELRY; PRECIOUS STONES; SEMI-PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; GOODS IN PRECIOUS METALS OR COATED THEREWITH, NAMELY, JEWELRY BOXES AND CASES, CIGARETTE BOXES AND CASES, VANITY CASES, LIPSTICK CASES, PERFUME ATOMIZERS, PURSES AND DECORATIVE FIGURINES

35: RETAIL SERVICES RELATING TO JEWELRY, PRECIOUS STONES, SEMI-PRECIOUS STONES, HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS, GOODS IN PRECIOUS METALS OR COATED THEREWITH; PROVIDING INFORMATION RELATING TO JEWELRY VIA THE GLOBAL COMPUTER NETWORK


EUTM	SEE THE BIGGER PICTURE		009988511	Apr 23 2011	Nov 3 2011	009988511	Registered	SOTHEBY'S (U.K.)
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Goods

35: ART DEALERSHIP;

36: VALUATION OF ART;

41: ART EXHIBITION SERVICES; ART GALLERY SERVICES

EUTM	SI2 Stylized		012321931	Nov 18 2013	Apr 17 2014	012321931	Registered	SOTHEBY'S (U.K.)
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Goods

35: SERVICES FEATURING ART; ART DEALERSHIP

36: ART BROKERAGE SERVICES; VALUATION OF ART

41: ART EXHIBITION SERVICES; EDUCATIONAL SERVICES, NAMELY, PROVIDING DISPLAYS, EXHIBITS AND LIVE SEMINARS IN THE FIELD OF ART; ART GALLERY SERVICES

EUTM	SOTHEBY'S	000839993	May 22 1998	Mar 7 2000	000839993	Registered	SOTHEBY'S (U.K.)
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Goods

08: HAND TOOLS AND IMPLEMENTS (HAND OPERATED); CUTLERY; SIDE ARMS; RAZORS, INCLUDING FLATWARE AND CUTLERY OF PRECIOUS AND NON-PRECIOUS METAL, KNIFE SHEATHS, DAGGERS, SWORDS, SPEARS

09: SCIENTIFIC, NAUTICAL, SURVEYING, ELECTRIC, PHOTOGRAPHIC, CINEMATOGRAPHIC, OPTICAL, WEIGHING, MEASURING, SIGNALING, CHECKING (SUPERVISION), LIFE SAVING AND TEACHING APPARATUS AND INSTRUMENTS; APPARATUS FOR RECORDING, TRANSMISSION OR REPRODUCTION OF SOUND OR IMAGES; MAGNETIC DATA CARRIERS, RECORDING DISCS; AUTOMATIC VENDING MACHINES AND MECHANISMS FOR COIN-OPERATED APPARATUS; CASH REGISTERS, CALCULATING MACHINES, DATA PROCESSING EQUIPMENT AND COMPUTERS; FIRE-EXTINGUISHING APPARATUS; INCLUDING ANTIQUE AND COLLECTIBLE ARTICLES NAMELY, BINOCULARS, MOTION PICTURE CAMERAS, VIDEO CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, COMPUTERS, HELMETS, OPTICAL MIRRORS, PHONOGRAPHS, PHONOGRAPH RECORDS, JUKE BOXES, PROJECTORS, RADIOS, SPECTACLES, MAGNIFYING GLASSES, SLOT MACHINES, TELEPHONES TELESCOPES

12: VEHICLES; APPARATUS FOR LOCOMOTION BY LAND, AIR OR WATER; INCLUDING AIRPLANES, AUTOMOBILES, HOOD ORNAMENTS, MOTORCYCLES, BABY CARRIAGES, BICYCLES, BOATS, CABLE AND RAILWAY CARS, BUSES, SAILBOATS, SEA PLANES AND YACHTS

13: FIREARMS; AMMUNITION AND PROJECTILES; EXPLOSIVES; FIREWORKS; INCLUDING GUNS, PISTOLS, RIFLES, AIR PISTOLS, AIR RIFLES, AUTOMATIC GUNS, AUTOMATIC PISTOLS, AUTOMATIC RIFLES, REVOLVERS, CANNONS, FIELD GUNS, MUSKETS, MILITARY RIFLES, AND SPORTING RIFLES

14: PRECIOUS METALS AND THEIR ALLOYS AND GOODS IN PRECIOUS METALS OR COATED THEREWITH, NOT INCLUDED IN OTHER CLASSES; JEWELRY, PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; INCLUDING OBJECTS OF ART IN PRECIOUS METAL, FINE JEWELRY, PRECIOUS STONES, CLOCKS, COINS, AND WATCHES

15: MUSICAL INSTRUMENTS, INCLUDING MUSIC BOXES, AND MUSIC ROLLS FOR PLAYER PIANOS

16: PAPER, CARDBOARD, AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PLAYING CARDS; PRINTERS' TYPE; PRINTING BLOCKS; INCLUDING BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PAINTINGS, DRAWINGS, PRINTS, POSTERS, PHOTOGRAPHS, ILLUSTRATIONS AND ANIMATION ART; POSTAGE STAMPS; AUTOGRAPHS; MANUSCRIPTS; SHEET MUSIC; MAPS AND ATLASES; AND COMIC BOOKS

18: LEATHER AND IMITATIONS OF LEATHER, AND GOODS MADE OF THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; ANIMAL SKINS, HIDES; TRUNKS AND TRAVELLING BAGS; UMBRELLAS, PARASOLS AND WALKING STICKS; WHIPS, HARNESS AND SADDLERY; INCLUDING ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, TRUNKS, BAGS AND CASES, UMBRELLAS, WALKING STICKS, CANES, LUGGAGE AND SADDLES

19: BUILDING MATERIALS (NON-METALLIC); NON-METALLIC RIGID PIPES FOR BUILDING, ASPHALT, PITCH AND BITUMEN; NON-METALLIC TRANSPORTABLE BUILDINGS; MONUMENTS, NOT OF METAL; INCLUDING NON-METALLIC SCULPTURES, TILES (CERAMIC OR EARTHENWARE) AND STAINED GLASS WINDOWS AND PANELS

20: FURNITURE, MIRRORS, PICTURE FRAMES; GOODS (NOT INCLUDED IN OTHER CLASSES) OF WOOD, CORK, REED, CANE, WICKER, HORN, BONE, IVORY, WHALEBONE, SHELL, AMBER, MOTHER OF PEARL, MEERSCHAUM AND SUBSTITUTES FOR ALL THESE MATERIALS, OR OF PLASTICS; INCLUDING WOOD AND METAL FURNITURE; DECORATIVE MIRRORS; SCULPTURES OF WOOD, BONE, IVORY, SHELL, AMBER OR MOTHER OF PEARL; AND GARDEN STATUARY OF CONCRETE

21: HOUSEHOLD OR KITCHEN UTENSILS AND CONTAINERS (NOT OF PRECIOUS METALS OR COATED THEREWITH); COMBS AND SPONGES; BRUSHES (EXCEPT PAINT BRUSHES); BRUSHMAKING MATERIALS; ARTICLES FOR CLEANING PURPOSES; STEELWOOL; UNWORKED OR SEMI-WORKED GLASS (EXCEPT GLASS USED IN BUILDING); GLASSWARE, PORCELAIN AND EARTHENWARE NOT INCLUDED IN OTHER CLASSES; INCLUDING FINE AND DECORATIVE ARTICLES OF GLASSWARE AND PORCELAIN; CERAMICS, TILES, FIGURINES, LACQUERED AND CLOISONNE OBJECTS, PAPERWEIGHTS, BASKETS, SNUFF BOXES AND OTHER DECORATIVE OBJECTS, NOT OF PRECIOUS METAL

24: TEXTILES AND TEXTILE GOODS, NOT INCLUDED IN OTHER CLASSES; BED AND TABLE COVERS; INCLUDING QUILTS, BLANKETS, TAPESTRIES, FLAGS, WALL HANGINGS (TEXTILE)

25: CLOTHING, FOOTWEAR, HEADGEAR; INCLUDING DESIGNER AND CELEBRITY CLOTHING AND FOOTWEAR; T-SHIRTS AND HATS, VINTAGE CLOTHING AND COSTUMES

27: CARPETS, RUGS, MATS AND MATTING, LINOLEUM AND OTHER MATERIALS FOR COVERING EXISTING FLOORS; WALL HANGINGS (NON-TEXTILE)

28: GAMES AND PLAYTHINGS; GYMNASIUM AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES; INCLUDING ANTIQUE AND COLLECTIBLE TOYS, GAMES AND SPORTING EQUIPMENT, TOY BANKS, DUCK DECOYS AND DOLLS

33: ALCOHOLIC BEVERAGES (EXCEPT BEERS); INCLUDING COLLECTIBLE WINES AND DISTILLED SPIRITS

34: TOBACCO; SMOKERS; ARTICLES; MATCHES, INCLUDING PIPES

35: ADVERTISING; BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; INCLUDING AUCTION SERVICES; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); TAXATION CONSULTATION; ADMINISTRATIVE PROCESSING OF ORDERS IN CONNECTION WITH SERVICES FEATURING BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY, AND RENDERED BY MAIL

36: INSURANCE; FINANCIAL AFFAIRS; MONETARY AFFAIRS; REAL ESTATE AFFAIRS; INCLUDING VALUATION; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES; FINANCIAL AND REAL ESTATE SERVICES, APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PROPERTY

37: BUILDING CONSTRUCTION; REPAIR; INSTALLATION SERVICES; INCLUDING CONSERVATION, RESTORATION, MAINTENANCE AND REPAIR OF WORKS OF ART, FURNITURE, CARPETS, CERAMICS, CLOTHING, ANTIQUES, MEMORABILIA AND OR COLLECTORS ITEMS AND OTHER VALUABLE PERSONAL PROPERTY

39: TRANSPORT; PACKAGING AND STORAGE OF GOODS; INCLUDING CRATING OF GOODS; FREIGHT FORWARDING, FREIGHTING, DELIVERY AND STORAGE OF WORKS OF ART, FURNITURE, CARPETS, CERAMICS, CLOTHING, ANTIQUES, WINE, JEWELRY, MEMORABILIA AND OF COLLECTORS ITEMS AND OTHER VALUABLE PERSONAL PROPERTY; AND TRAVEL AGENCY SERVICES

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES; INCLUDING EDUCATION AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PUBLISHING FOR OTHERS; EXHIBITIONS OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES, AND OTHER VALUABLE PERSONAL PROPERTY

42: PROVIDING OF FOOD AND DRINK; TEMPORARY ACCOMMODATION; MEDICAL, HYGIENIC AND BEAUTY CARE; VETERINARY AND AGRICULTURAL SERVICES; LEGAL SERVICES; SCIENTIFIC AND INDUSTRIAL RESEARCH; COMPUTER PROGRAMMING; INCLUDING RESEARCH, ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE; HOTEL AND MEAL RESERVATION SERVICES

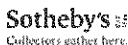
EUTM	SOTHEBY'S DIAMONDS	004590246	Aug 12 2005	Jul 27 2007	004590246	Registered	SOTHEBY'S (U.K.)
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Goods

14: JEWELRY; PRECIOUS STONES; SEMI-PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS; GOODS IN PRECIOUS METALS OR COATED THEREWITH, NAMELY, JEWELRY BOXES AND CASES, CIGARETTE BOXES AND CASES, VANITY CASES, LIPSTICK CASES, PERFUME ATOMIZERS, PURSES AND DECORATIVE FIGURINES

35: RETAIL SERVICES RELATING TO JEWELRY; PROVIDING PRODUCT INFORMATION, INCLUDING BY PROVIDING PRIVATE CONSULTATION SERVICES; PROVIDING PRICING INFORMATION, PROVIDING INFORMATION ON VIEWING SCHEDULES; ALL OF THE FOREGOING RELATING TO JEWELRY, FINE AND DECORATIVE WORKS OF ART, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE AND OTHER VALUABLE PROPERTY

36: INFORMATION SERVICES, NAMELY, PROVIDING INFORMATION RELATING TO FINANCIAL APPRAISAL OF JEWELRY VIA THE GLOBAL COMPUTER NETWORK

EUTM	SOTHEBY'S EST. 1744 COLLECTORS GATHER HERE (Stylized)	 014954689 <small>Collectors gather here.</small>	Dec 22 2015	May 27 2016	014954689	Registered	SOTHEBY'S (U.K.)
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Goods

9: DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, MOBILE SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; DOWNLOADABLE COMPUTER SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, BINOCULARS, MOTIONS PICTURE CAMERAS, VIDEO CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, COMPUTERS, HELMETS, OPTICAL MIRRORS, PHONOGRAPHS, PHONOGRAPH RECORDS, JUKE BOXES, PROJECTORS, RADIOS, SPECTACLES, MAGNIFYING GLASSES, TELEPHONES AND TELESCOPES

14: JEWELRY; UNWROUGHT AND SEMI-WROUGHT PRECIOUS STONES AND THEIR IMITATIONS; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS

16: BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PRINTED MAGAZINES IN THE FIELDS OF ENTERTAINMENT, CULTURE, LIFESTYLE AND LUXURY LIVING; PAINTINGS, POSTERS, MOUNTED AND UNMOUNTED PHOTOGRAPHS AND ILLUSTRATIONS; SHEET MUSIC; MAPS AND ATLASES; COMIC BOOKS; ART DRAWINGS; ART PRINTS; AUTOGRAPHS ON PAPER; MANUSCRIPTS ON PAPER; PAPERWEIGHTS; POSTAGE STAMPS

33: COLLECTIBLE WINES AND DISTILLED SPIRITS

35: AUCTION SERVICES; ONLINE AUCTION SERVICES; RETAIL STORE SERVICES FEATURING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ART DEALERSHIP SERVICES; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); ADMINISTRATIVE PROCESSING OF ORDERS IN CONNECTION WITH SERVICES FEATURING BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY, AND RENDERED BY MAIL

36: ART BROKERAGE SERVICES; VALUATION AND APPRAISAL OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FINANCIAL SERVICES; FINANCIAL SERVICES, NAMELY, PROVIDING LOANS TO OTHERS RELATING TO THE PURCHASE OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ADVANCEMENT OF FUNDS TO OTHERS FOR FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY CONSIGNED FOR SALE AT AUCTION; PROVIDING LOANS TO OTHERS SECURED BY FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY NOT INTENDED FOR SALE; VALUATION SERVICES; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES; FINANCIAL AND REAL ESTATE SERVICES; APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PROPERTY; TAXATION CONSULTATION

41: ART EXHIBITION SERVICES; EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES SERVICES; PUBLISHING FOR OTHERS; EXHIBITIONS OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES AND OTHER VALUABLE PERSONAL PROPERTY; EDUCATIONAL SERVICES, NAMELY DISPLAYS, EXHIBITS AND SEMINARS IN THE FIELD OF ART; EDUCATION AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PROVIDING ONLINE PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT IN THE NATURE OF PROVIDING AN INFORMATIONAL AND ENTERTAINMENT WEBSITE

IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT SERVICES IN THE NATURE OF DEVELOPMENT, CREATION AND PRODUCTION OF MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING DISTRIBUTED VIA VARIOUS PLATFORMS ACROSS MULTIPLE FORMS OF TRANSMISSION MEDIA; ART GALLERY SERVICES; PROVIDING INFORMATION CONCERNING AUCTIONS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND IN RELATION TO THE VALUATION AND APPRAISAL OF VALUABLE PERSONAL PROPERTY

42: PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; RESEARCH, ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE

EUTM	SOTHEBY'S INTERNATIONAL REALTY	004739496	Nov 23 2005	Mar 20 2007	004739496	Registered	SOTHEBY'S (U.K.)
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Goods

16: PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PRINTERS' TYPE; PRINTING BLOCKS; PRINTED MATERIAL

36: INSURANCE; FINANCIAL AFFAIRS; MONETARY AFFAIRS; REAL ESTATE AFFAIRS; REAL ESTATE SERVICES; REAL ESTATE BROKERAGE SERVICES; PROVIDING INFORMATION RELATING TO VALUATION OF REAL ESTATE AND PROVIDING INFORMATION ON BUYING AND SELLING OF REAL ESTATE

42: SCIENTIFIC AND TECHNOLOGICAL SERVICES AND RESEARCH AND DESIGN RELATING THERETO; INDUSTRIAL ANALYSIS AND RESEARCH SERVICES; DESIGN AND DEVELOPMENT OF COMPUTER HARDWARE AND SOFTWARE; LEGAL SERVICES

EUTM	SOTHEBY'S PREFERRED	007410723	Nov 20 2008	Nov 20 2008	007410723	Registered	SOTHEBY'S (U.K.)
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Goods

35: ADVERTISING; BUSINESS MANAGEMENT; BUSINESS ADMINISTRATION; OFFICE FUNCTIONS; ELECTRONIC DATA STORAGE; ORGANISATION, OPERATION AND SUPERVISION OF LOYALTY AND INCENTIVE SCHEMES; ADVERTISING SERVICES PROVIDED VIA THE INTERNET; PRODUCTION OF TELEVISION AND RADIO ADVERTISEMENTS; ACCOUNTANCY; AUCTIONEERING; TRADE FAIRS; OPINION POLLING; DATA PROCESSING; PROVISION OF BUSINESS INFORMATION; ADMINISTRATION OF A PROGRAM FOR ENABLING PARTICIPANTS TO OBTAIN DISCOUNTS ON GOODS AND SERVICES AND RECEIVE IMPROVED SERVICES AND SPECIAL EVENTS; ORGANISATION, ADMINISTRATION, OPERATION AND SUPERVISION OF DISCOUNT, REWARD, LOYALTY AND INCENTIVE SCHEMES; BROKERING AND BRINGING TOGETHER FOR THE BENEFIT OF OTHERS A VARIETY OF SERVICES FROM A NUMBER OF SERVICE PROVIDERS, DISCOUNTS AND INCENTIVES THROUGH A CUSTOMER REWARD PROGRAMME OR LOYALTY SCHEME, FOR CUSTOMERS TO VIEW AND CHOOSE THEIR SERVICES; BRINGING TOGETHER FOR THE BENEFIT OF OTHERS A VARIETY OF BUSINESS, FINANCIAL, REAL ESTATE, INSURANCE, TELECOMMUNICATION, CULTURAL, TRAVEL, TICKETING AND RESERVATION SERVICES FROM A NUMBER OF SERVICE PROVIDERS FOR CUSTOMERS TO VIEW AND CHOOSE THEIR SERVICES; BRINGING TOGETHER FOR THE BENEFIT OF OTHERS A VARIETY OF BUSINESS, FINANCIAL, REAL ESTATE, INSURANCE, TELECOMMUNICATION, CULTURAL, TRAVEL, TICKETING AND RESERVATION SERVICES FROM A NUMBER OF SERVICE PROVIDERS THROUGH A CUSTOMER REWARD PROGRAMME OR LOYALTY SCHEME FOR CUSTOMERS TO VIEW AND CHOOSE THEIR SERVICES; PROVISION OF INFORMATION IN RELATION TO ALL OF THE AFORESAID; PROVISION OF INFORMATION IN RELATION TO ALL OF THE AFORESAID ONLINE VIA THE INTERNET, COMPUTER NETWORKS AND OTHER GLOBAL COMMUNICATION SYSTEMS; SERVICES OF A LOYALTY SCHEME, NAMELY, TO PROVIDE ACCESS TO MUSEUMS, EXHIBITIONS, CULTURAL EVENTS AND ENTERTAINMENT.

41: EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES; PROVISION OF INFORMATION RELATING TO MUSEUMS, EXHIBITIONS, CULTURAL EVENTS AND ENTERTAINMENT.

EUTM	Sotheby's S EST. 1744 (Stylized) & Crest Design	014954713	Dec 22 2015	May 27 2016	014954713	Registered	SOTHEBY'S (U.K.)
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Goods

9: DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, MOBILE SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; DOWNLOADABLE COMPUTER SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, BINOCULARS, MOTIONS PICTURE CAMERAS, VIDEO CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, COMPUTERS, HELMETS, OPTICAL MIRRORS, PHONOGRAPHS, PHONOGRAPH RECORDS, JUKE BOXES, PROJECTORS, RADIOS, SPECTACLES, MAGNIFYING GLASSES, TELEPHONES AND TELESCOPES

14: JEWELRY; UNWROUGHT AND SEMI-WROUGHT PRECIOUS STONES AND THEIR IMITATIONS; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS

16: BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PRINTED MAGAZINES IN THE FIELDS OF ENTERTAINMENT, CULTURE, LIFESTYLE AND LUXURY LIVING; PAINTINGS, POSTERS, MOUNTED AND UNMOUNTED PHOTOGRAPHS AND ILLUSTRATIONS; SHEET

MUSIC; MAPS AND ATLASES; COMIC BOOKS; ART DRAWINGS; ART PRINTS; AUTOGRAPHS ON PAPER; MANUSCRIPTS ON PAPER; PAPERWEIGHTS; POSTAGE STAMPS

33: COLLECTIBLE WINES AND DISTILLED SPIRITS

35: AUCTION SERVICES; ONLINE AUCTION SERVICES; RETAIL STORE SERVICES FEATURING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ART DEALERSHIP SERVICES; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); ADMINISTRATIVE PROCESSING OF ORDERS IN CONNECTION WITH SERVICES FEATURING BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY, AND RENDERED BY MAIL

36: ART BROKERAGE SERVICES; VALUATION AND APPRAISAL OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FINANCIAL SERVICES; FINANCIAL SERVICES, NAMELY, PROVIDING LOANS TO OTHERS RELATING TO THE PURCHASE OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ADVANCEMENT OF FUNDS TO OTHERS FOR FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY CONSIGNED FOR SALE AT AUCTION; PROVIDING LOANS TO OTHERS SECURED BY FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY NOT INTENDED FOR SALE; VALUATION SERVICES; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES; FINANCIAL AND REAL ESTATE SERVICES; APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PROPERTY; TAXATION CONSULTATION

41: ART EXHIBITION SERVICES; EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES SERVICES; PUBLISHING FOR OTHERS; EXHIBITIONS OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES AND OTHER VALUABLE PERSONAL PROPERTY; EDUCATIONAL SERVICES, NAMELY DISPLAYS, EXHIBITS AND SEMINARS IN THE FIELD OF ART; EDUCATION AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PROVIDING ONLINE PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT IN THE NATURE OF PROVIDING AN INFORMATIONAL AND ENTERTAINMENT WEBSITE IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT SERVICES IN THE NATURE OF DEVELOPMENT, CREATION AND PRODUCTION OF MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING DISTRIBUTED VIA VARIOUS PLATFORMS ACROSS MULTIPLE FORMS OF TRANSMISSION MEDIA; ART GALLERY SERVICES; PROVIDING INFORMATION CONCERNING AUCTIONS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND IN RELATION TO THE VALUATION AND APPRAISAL OF VALUABLE PERSONAL PROPERTY

42: PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NONDOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; RESEARCH, ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE

EUTM	THE WHITE BAAZ	016693459	May 10 2017	Sep 15 2017	016693459	Registered	SOTHEBY'S (U.K.)
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Goods

35: ADVERTISING AND PROMOTIONAL SERVICES; ADVERTISING SERVICES, NAMELY, PROMOTING THE LUXURY AND LIFESTYLE PRODUCTS OF OTHERS; ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SPECIAL EVENTS FOR COMMERCIAL, PROMOTIONAL OR ADVERTISING PURPOSES

41: ENTERTAINMENT SERVICES; ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SOCIAL ENTERTAINMENT EVENTS

EUTM	YOUR ART WORLD. SOTHEBYS.COM	009670498	Jan 19 2011	Jan 19 2011	009670498	Registered	SOTHEBY'S (U.K.)
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Goods

35: AUCTIONEERING SERVICES; AUCTION ADVICE AND CONSULTANCY SERVICES; PROVIDING INFORMATION IN RELATION TO THE AUCTION, SALE AND MARKETING OF WORKS OF ART, PRINTS, JEWELLERY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE, COLLECTIBLES AND VALUABLE PERSONAL PROPERTY; PROVISION OF THE AFORESAID VIA GLOBAL COMPUTER NETWORK

36: VALUATION AND APPRAISAL SERVICES; PROVIDING INFORMATION IN RELATION TO THE VALUATION AND APPRAISAL OF WORKS OF ART, PRINTS, JEWELLERY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE, COLLECTIBLES AND VALUABLE PERSONAL PROPERTY; PROVISION OF THE AFORESAID VIA GLOBAL COMPUTER NETWORK

41: EDUCATION; CULTURAL ACTIVITIES; PROVIDING EDUCATIONAL AND CULTURAL INFORMATION IN RELATION TO WORKS OF ART, PRINTS, JEWELLERY, STAMPS, COINS, BOOKS, ANTIQUES, FURNITURE, COLLECTIBLES AND VALUABLE PERSONAL PROPERTY; PROVISION OF THE AFORESAID VIA GLOBAL COMPUTER NETWORK

United Kingdom	SI2 Stylized	S 2	UK00003031162	Nov 18 2013	Mar 7 2014	UK00003031162	Registered	SOTHEBY'S (U.K.)
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Goods

35: RETAIL SERVICES CONNECTED WITH WORKS OF ART; ART DEALERSHIP; ART GALLERY SERVICES

36: ART BROKERAGE SERVICES; VALUATION OF ART

41: ART EXHIBITION SERVICES; EDUCATIONAL SERVICES, NAMELY, PROVIDING DISPLAYS, EXHIBITS AND LIVE SEMINARS IN THE FIELD OF ART

United Kingdom	SOTHEBY'S	UK00001283724	Oct 1 1986	Feb 26 1990	UK00001283724	Registered	SOTHEBY'S (U.K.)
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Goods

16: BOOKS, CATALOGUES, POSTERS, PHOTOGRAPHS AND MAGAZINES (PERIODICAL PUBLICATIONS);

35: AUCTIONEERING SERVICES; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); TAXATION CONSULTATION;


36: VALUATION; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES;

37: RESTORATION, MAINTENANCE AND REPAIR OF WORKS OF ART, FURNITURE, CARPETS, CERAMICS, CLOTHING, ANTIQUES, MEMORABILIA AND OF COLLECTORS ITEMS;

39: PACKAGING AND CRATING OF GOODS; FREIGHT FORWARDING, FREIGHTING, DELIVERY AND STORAGE OF WORKS OF ART, FURNITURE, CARPETS, CERAMICS, CLOTHING, ANTIQUES, WINE, JEWELRY, MEMORABILIA AND OF COLLECTORS ITEMS; TRAVEL AGENCY SERVICES;

41: EDUCATIONAL AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PUBLISHING FOR OTHERS;

42: RESEARCH ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE; HOTEL AND MEAL RESERVATION SERVICES

United Kingdom	SOTHEBY'S EST. 1744 COLLECTORS GATHER HERE (Stylized)		UK00003141911	Dec 22 2015	Mar 25 2016	UK00003141911	Registered	SOTHEBY'S (U.K.)
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Goods

9: DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, MOBILE SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; DOWNLOADABLE COMPUTER SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, BINOCULARS, MOTION PICTURE CAMERAS, VIDEO CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, COMPUTERS, HELMETS, OPTICAL MIRRORS, PHONOGRAPHS, PHONOGRAPH RECORDS, JUKE BOXES, PROJECTORS, RADIOS, SPECTACLES, MAGNIFYING GLASSES, SLOT MACHINES, TELEPHONES AND TELESCOPES

14: JEWELRY; UNWROUGHT AND SEMI-WROUGHT PRECIOUS STONES AND THEIR IMITATIONS; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS

16: BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PRINTED MAGAZINES IN THE FIELDS OF ENTERTAINMENT, CULTURE, LIFESTYLE AND LUXURY LIVING; PAINTINGS, POSTERS, MOUNTED AND UNMOUNTED PHOTOGRAPHS AND ILLUSTRATIONS; SHEET MUSIC; MAPS AND ATLASES; COMIC BOOKS; ART DRAWINGS; ART PRINTS; AUTOGRAPHS ON PAPER; MANUSCRIPTS ON PAPER; PAPERWEIGHTS; POSTAGE STAMPS

33: COLLECTIBLE WINES AND DISTILLED SPIRITS

35: AUCTION SERVICES; ONLINE AUCTION SERVICES; RETAIL STORE SERVICES FEATURING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ART DEALERSHIP SERVICES; ART GALLERY SERVICES; PROVIDING INFORMATION CONCERNING AUCTIONS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); TAXATION CONSULTATION; ADMINISTRATIVE PROCESSING OF ORDERS IN CONNECTION WITH SERVICES FEATURING BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY, AND RENDERED BY MAIL

36: ART BROKERAGE SERVICES; VALUATION AND APPRAISAL OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FINANCIAL SERVICES; FINANCIAL SERVICES, NAMELY, PROVIDING LOANS TO OTHERS RELATING TO THE PURCHASE OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ADVANCEMENT OF FUNDS TO OTHERS FOR FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY CONSIGNED FOR SALE AT AUCTION; PROVIDING LOANS TO OTHERS SECURED BY FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY NOT INTENDED FOR SALE; VALUATION SERVICES; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES; FINANCIAL AND REAL ESTATE SERVICES; APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PROPERTY

41: ART EXHIBITION SERVICES; EDUCATION; PROVIDING OF TRAINING; ENTERTAINMENT; SPORTING AND CULTURAL ACTIVITIES SERVICES; PUBLISHING FOR OTHERS; EXHIBITIONS OF FINE AND DECORATIVE WORKS OF ART, JEWELRY, STAMPS, COINS, BOOKS, ANTIQUES AND OTHER VALUABLE PERSONAL PROPERTY; EDUCATIONAL SERVICES, NAMELY DISPLAYS, EXHIBITS AND SEMINARS IN THE FIELD OF ART; EDUCATION AND TRAINING SERVICES RELATING TO WORKS OF ART, FURNITURE AND ANTIQUES; CORRESPONDENCE COURSES; PROVIDING ONLINE PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT IN THE NATURE OF PROVIDING AN INFORMATIONAL AND ENTERTAINMENT WEBSITE IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ENTERTAINMENT SERVICES IN THE NATURE OF DEVELOPMENT, CREATION AND PRODUCTION OF MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING DISTRIBUTED VIA VARIOUS PLATFORMS ACROSS MULTIPLE FORMS OF TRANSMISSION MEDIA


42: PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; PROVIDING

TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NONDOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; RESEARCH, ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE

United Kingdom	SOTHEBY'S INTERNATIONAL REALTY	2391489	May 11 2005	May 11 2005	2391489	Registered	SOTHEBY'S (U.K.)
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Goods

36: INSURANCE; FINANCIAL AFFAIRS; MONETARY AFFAIRS; REAL ESTATE AFFAIRS; REAL ESTATE SERVICES; VALUATION; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES

United Kingdom	Sotheby's S EST. 1744 (Stylized) & Crest Design		UK00003141903	Dec 22 2015	Mar 25 2016	UK00003141903	Registered	SOTHEBY'S (U.K.)
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Goods

9: DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, MOBILE SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; DOWNLOADABLE COMPUTER SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF MAGAZINES IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT, CULTURE, LIFESTYLE, AND LUXURY LIVING; ANTIQUE AND COLLECTIBLE ARTICLES, NAMELY, BINOCULARS, MOTIONS PICTURE CAMERAS, VIDEO CAMERAS, PHOTOGRAPHIC CAMERAS, COMPASSES, BAROMETERS, COMPUTERS, HELMETS, OPTICAL MIRRORS, PHONOGRAPHS, PHONOGRAPH RECORDS, JUKE BOXES, PROJECTORS, RADIOS, SPECTACLES, MAGNIFYING GLASSES, SLOT MACHINES, TELEPHONES AND TELESCOPES

14: JEWELRY; UNWROUGHT AND SEMI-WROUGHT PRECIOUS STONES AND THEIR IMITATIONS; PRECIOUS STONES; HOROLOGICAL AND CHRONOMETRIC INSTRUMENTS

16: BOOKS, CATALOGUES, MAGAZINES, BULLETINS AND NEWSLETTERS CONCERNING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PROPERTY; PRINTED MAGAZINES IN THE FIELDS OF ENTERTAINMENT, CULTURE, LIFESTYLE AND LUXURY LIVING; PAINTINGS, POSTERS, MOUNTED AND UNMOUNTED PHOTOGRAPHS AND ILLUSTRATIONS; SHEET MUSIC; MAPS AND ATLASES; COMIC BOOKS; ART DRAWINGS; ART PRINTS; AUTOGRAPHS ON PAPER; MANUSCRIPTS ON PAPER; PAPERWEIGHTS; POSTAGE STAMPS

33: COLLECTIBLE WINES AND DISTILLED SPIRITS

35: AUCTION SERVICES; ONLINE AUCTION SERVICES; RETAIL STORE SERVICES FEATURING FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ART DEALERSHIP SERVICES; ART GALLERY SERVICES; PROVIDING INFORMATION CONCERNING AUCTIONS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FORMATION, MAINTENANCE AND EXPLOITATION OF A REGISTER OF PROPERTY (OTHER THAN REAL ESTATE); TAXATION CONSULTATION; ADMINISTRATIVE PROCESSING OF ORDERS IN CONNECTION WITH SERVICES FEATURING BOOKS AND CATALOGS CONCERNING FINE FURNITURE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES, AND OTHER VALUABLE PROPERTY, AND RENDERED BY MAIL

36: ART BROKERAGE SERVICES; VALUATION AND APPRAISAL OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; FINANCIAL SERVICES; FINANCIAL SERVICES, NAMELY, PROVIDING LOANS TO OTHERS RELATING TO THE PURCHASE OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY; ADVANCEMENT OF FUNDS TO OTHERS FOR FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY CONSIGNED FOR SALE AT AUCTION; PROVIDING LOANS TO OTHERS SECURED BY FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY NOT INTENDED FOR SALE; VALUATION SERVICES; INSURANCE BROKERAGE AND INSURANCE UNDERWRITING RELATING TO GOODS; ARRANGING LOANS AGAINST SECURITY; PROVISION OF LOANS; FINANCIAL GUARANTEES; FINANCIAL CONSULTANCY; ESTATE AGENCY SERVICES; FINANCIAL AND REAL ESTATE SERVICES; APPRAISAL SERVICES FOR OTHERS FOR FINE FURNITURE, FINE AND DECORATIVE ART, JEWELRY, STAMPS, COINS, BOOKS AND OTHER VALUABLE PROPERTY

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42: PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE IN THE FIELD OF AUCTIONS, NAMELY, SOFTWARE APPLICATIONS CONTAINING INFORMATION RELATING TO FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NONDOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW, BID ON AND PURCHASE ITEMS SOLD AT AUCTION; PROVIDING TEMPORARY USE OF ONLINE NON-DOWNLOADABLE SOFTWARE THAT ENABLES USERS TO VIEW MULTIMEDIA ENTERTAINMENT CONTENT IN THE FIELDS OF FINE AND DECORATIVE ART, ANTIQUE AND COLLECTIBLE ARTICLES AND OTHER VALUABLE PERSONAL PROPERTY, ENTERTAINMENT,

CULTURE, LIFESTYLE, AND LUXURY LIVING; RESEARCH, ADVICE AND AUTHENTICATION SERVICES RELATING TO THE AGE, PROVENANCE, HISTORY AND VALUE OF WORKS OF ART, ANTIQUES AND OF FURNITURE

United Kingdom	THE WHITE BAAZ	UK00003230267	May 10 2017	Aug 18 2017	UK00003230267	Registered	SOTHEBY'S (U.K.)
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Goods

35: ADVERTISING AND PROMOTIONAL SERVICES; ADVERTISING SERVICES, NAMELY, PROMOTING THE LUXURY AND LIFESTYLE PRODUCTS OF OTHERS; ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SPECIAL EVENTS FOR COMMERCIAL, PROMOTIONAL OR ADVERTISING PURPOSES

41: ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SOCIAL ENTERTAINMENT EVENTS

WebTMS Infinity 22 Records Jun 20 2018 - END OF REPORT

Schedule 7 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) **[•] Limited** [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **Oatshare Limited** registered in England with number 01737495 whose registered office is at 34-35 New Bond St, London, W1A 2AA for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **[Administrative Agent]** (the **Administrative Agent**)

RECITALS

- (A) The Company and others as Chargors entered into a guarantee and debenture dated [•] (as supplemented and amended from time to time, the **Debenture**) in favour of the Administrative Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Loan Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Administrative Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Administrative Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture [and agrees to be bound by clause 16.1 (*Guarantee and Indemnity*) of the Debenture] to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 (*Land charged by way of legal mortgage*) shall be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 (*Shares*) shall be deemed to include a reference to Part II of the Schedule to this Deed;
 - (d) Schedule 5 (*Controlled Accounts*) shall be deemed to include a reference to Part III of the Schedule to this Deed; and
 - (e) Schedule 6 (*Specified Intellectual Property*) shall be deemed to include a reference to Part IV of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed as Controlled Accounts shall be designated as Controlled Accounts for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as Security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the Administrative Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part I of the Schedule to this Deed;
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Administrative Agent all of the Shares (if any) brief descriptions of which are specified in Part II of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights;
 - (c) charges to the Administrative Agent by way of a fixed charge all of its right, title and interest in and to:
 - (i) the Controlled Account(s) specified in Part III of the Schedule to this Deed; and
 - (ii) all monies standing to the credit of such Controlled Account(s) and the debts represented by them; and
 - (a) charges to the Administrative Agent by way of fixed charge its Intellectual Property Rights (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture).
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part I – Land

[Insert details of any real property owned by the New Chargor]

Part II – Shares

[Insert details of all Shares of the New Chargor]

Part III - Controlled Accounts

[Insert details of all Controlled Accounts of the New Chargor]

Part IV – Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

SIGNATORIES
[to the Deed of Accession]

The New Chargor

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

Signature of witness:

Name of witness:

Address:

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
OATSHARE LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Address:

.....

The Administrative Agent

[ADMINISTRATIVE AGENT]

By:

SIGNATORIES

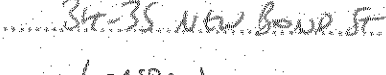
The Chargers

Executed as a deed by
OATSHARE LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:


LARKEN RD. GERRARD
34-35 NEW BOND ST.
LONDON

Executed as a deed by
SOTHEBY'S
acting by a Director in the presence of:

Signature of witness:

Name of witness:

Address:

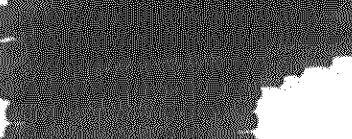
34-38 NEW BOND ST
LONDON

Executed as a deed by
SOTHEYBY'S FINANCIAL SERVICES LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:


KAREN ROSSIGNOL
34-35 NEW BOND ST
LONDON

Executed as a deed by
**CATALOGUE DISTRIBUTION COMPANY
LIMITED**
acting by a director in the presence of:

)
[Redacted Signature]
[Redacted Name]

Signature of witness:

[Redacted Signature]

Name of witness:

KAREN ROGERSON

Address:

34-35 NEW BOND ST
LONDON

Executed as a deed by
SOTHEBY'S SHIPPING LIMITED
acting by a director in the presence of:

)
[Redacted Signature]
[Redacted Name]

Signature of witness:

[Redacted Signature]

Name of witness:

KAREN ROGERSON

Address:

34-35 NEW BOND ST
LONDON

Executed as a deed by
YORK UK HOLDCO INTERNATIONAL LIMITED
acting by a director in the presence of:

)
[Redacted Signature]
[Redacted Name]

Signature of witness:

[Redacted Signature]

Name of witness:

KAREN ROGERSON

Address:

34-35 NEW BOND ST
LONDON

The Administrative Agent

JPMORGAN CHASE BANK, N.A.

By: 

Name: MATTHEW SPARKES

Title: AUTHORIZED OFFICER