SIGNET JEWELERS LTD
Form 424B2
May 16, 2014
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Filed Pursuant to Rule 424(b)(2)

Registration No. 333-195865

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Maximm Aggregate Offering Price	Amount of Registration Fee(1)
4.700% Senior Notes due 2024	$400,000,000	$51,520
Guarantees of 4.700% Senior Notes due 2024(2)		

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended (the Securities Act).
(2) Pursuant to Rule 457(n) of the Securities Act, no separate registration fee is payable for the guarantees.

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Prospectus supplement

To prospectus dated May 12, 2014

Signet UK Finance plc

$ 400,000,000 4.700% Senior Notes due 2024

Guaranteed by

Signet Jewelers Limited

Signet UK Finance plc (the Issuer), an indirect wholly owned subsidiary of Signet Jewelers Limited (the Parent), is offering $400,000,000 aggregate principal amount of its 4.700% Senior Notes due 2024 (the notes). The Issuer will pay interest on the notes semiannually on June 15 and December 15 of each year, beginning on December 15, 2014. The notes will mature on June 15, 2024.

The notes are being issued as part of the financing for our proposed acquisition (the Zale Acquisition) of Zale Corporation (Zale). If the Zale Acquisition is not consummated or the related merger agreement is terminated, in each case, on or prior to February 19, 2015, the Issuer will be required to redeem the notes at a redemption price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the special mandatory redemption date, as described under Description of the notes Special mandatory redemption.

Prior to March 15, 2024 (three months prior to the maturity date), the Issuer may redeem some or all of the notes at any time at a make-whole redemption price determined as set forth under Description of the notes Optional redemption. On or after March 15, 2024 (three months prior to the maturity date), the Issuer may redeem some or all of the notes at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of redemption as set forth under Description of the notes Optional redemption. The Issuer may also redeem all of the notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, upon the occurrence of certain changes in applicable tax law. Upon the occurrence of a change of control repurchase event, the Issuer will be required to make an offer to repurchase the notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase, as described under Description of the notes Purchase of notes upon a change of control repurchase event.

The notes will be guaranteed on a senior unsecured basis by Parent and all of its existing and future direct and indirect subsidiaries that will guarantee or be borrowers under our senior credit facilities (as defined herein) (other than the Issuer). The notes will be the Issuer s senior unsecured obligations and will rank equally in right of payment with all of its existing and future unsecured and unsubordinated obligations. The note guarantees will be the guarantors senior unsecured obligations and will rank equally in right of payment with all of their existing and future unsecured and unsubordinated obligations. In addition, the notes will be structurally subordinated to the liabilities of the non-guarantor subsidiaries.

The notes are a new issue of securities with no established trading market. We intend to apply for the notes to be listed on the Official List of the Luxembourg Stock Exchange following the consummation of this offering.

Investing in the notes involves risks. See Risk factors beginning on page S-14 for a discussion of certain risks that you should consider in connection with an investment in the notes.

	Per Note	Total
Public offering price(1)	**99.599%**	**$ 398,396,000**
Underwriting discount	**1.125%**	**$ 4,500,000**
Proceeds, before expenses, to us	**98.474%**	**$ 393,896,000**

(1) Plus accrued interest, if any from May 19, 2014.

Neither the Securities and Exchange Commission nor any state securities commission nor the Luxembourg Stock Exchange has approved or disapproved of the notes or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

We expect that delivery of the notes will be made to investors in book-entry form through The Depository Trust Company on or about May 19, 2014.

Joint book-running managers

J.P. Morgan **Fifth Third Securities** **PNC Capital Markets LLC**

Co-managers

HSBC **RBS**

The date of this prospectus supplement is May 14, 2014.

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About this prospectus supplement

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of the offering of the notes and related note guarantees and also adds to and updates information contained in the accompanying prospectus and the documents incorporated by reference into this prospectus supplement and the accompanying prospectus. The second part is the accompanying prospectus, which gives more general information. We refer to this prospectus supplement and the accompanying prospectus collectively as the prospectus. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in the prospectus or any free writing prospectus relating to this offering and filed by us with the Securities and Exchange Commission (the SEC). Neither we nor the underwriters have authorized anyone to provide you with information other than that contained or incorporated by reference in the prospectus. If anyone provides you with information other than that contained or incorporated by reference in the prospectus, you should not rely on it. You should assume that the information contained or incorporated by reference in the prospectus or any free writing prospectus relating to this offering and filed by us with the SEC is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

We and the underwriters are not making an offer to sell the notes in jurisdictions where the offer or sale is not permitted. The distribution of this prospectus and the offering of the notes in certain jurisdictions may be restricted by law. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of the notes and the distribution of this prospectus outside the United States. This prospectus does not constitute, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy, any securities offered by this prospectus by any person in any jurisdiction in which it is unlawful for a person to make an offer or solicitation.

Unless the context otherwise requires, all references to (i) Signet, we, us, and our refer to Signet Jewelers Limited, a Bermuda corporation, and its consolidated subsidiaries, including the Issuer (ii) the Issuer are to Signet UK Finance plc, an indirect wholly owned subsidiary of Parent, and (iii) Parent are to Signet Jewelers Limited, but not its consolidated subsidiaries.

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Where you can find additional information; incorporation of certain documents by reference

Parent is subject to the information and reporting requirements of the Securities Exchange Act of 1934, as amended (the Exchange Act), and, in accordance with the Exchange Act, it files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy materials filed with the SEC at the SEC s Public Reference Room, located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of its public reference room. Parent s SEC filings are also available to the public on the SEC s Internet site at http://www.sec.gov and can also be found on our website at http://www.signetjewelers.com. However, the information on or accessible through our website is not a part of this prospectus supplement or the accompanying prospectus. In addition, you can inspect reports and other information Parent files at the office of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The Issuer has filed with the SEC a registration statement on Form S-3 with respect to the notes offered hereby. This prospectus supplement does not contain all the information set forth in the registration statement, parts of which are omitted in accordance with the rules and regulations of the SEC. For further information with respect to us and the notes offered hereby, reference is made to the registration statement.

The SEC allows the Issuer to incorporate by reference information into this prospectus supplement, which means that we can disclose important information about us by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus supplement. This prospectus supplement incorporates by reference the documents and reports of Parent listed below (other than portions of these documents that are deemed to have been furnished and not filed):

Annual Report on Form 10-K for the year ended February 1, 2014, filed with the SEC on March 27, 2014 (our Form 10-K);

The portions of its Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 29, 2014, which were incorporated by reference into our Form 10-K; and

Current Reports on Form 8-K filed on April 7, 2014, May 12, 2014 and May 13, 2014 (including the information furnished under Item 2.02 and Item 7.01 thereof).

We also incorporate by reference the information contained in all other documents Parent files with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that are deemed to have been furnished and not filed in accordance with SEC rules, including current reports on Form 8-K furnished under Item 2.02 and Item 7.01 (including any financial statements in exhibits relating thereto furnished pursuant to Item 9.01) unless specifically incorporated by reference herein) after the date of this prospectus supplement and prior to the termination of this offering. The information contained in any such document will be considered part of this prospectus supplement from the date the document is filed with the SEC.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus supplement will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus supplement modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

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We undertake to provide without charge to any person to whom a copy of this prospectus supplement is delivered, upon oral or written request of such person, a copy of any or all of the documents that have been incorporated by reference in this prospectus supplement, other than exhibits to such other documents (unless such exhibits are specifically incorporated by reference therein). Requests for such copies should be directed to James Grant at 375 Ghent Road, Akron, Ohio 44333, (330) 668-5000 or Ali Johnson at 110 Cannon Street, London EC4N 6EU, United Kingdom, +44 207 648 5200.

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Forward-looking statements

Some of the statements contained in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the Securities Act) and Section 21E of the Exchange Act. These statements, based upon management s beliefs and expectations as well as on assumptions made by and data currently available to management, appear in a number of places throughout this prospectus supplement (including the information incorporated by reference) and include statements regarding, among other things, Signet s results of operation, financial condition, liquidity, prospects, growth, strategies and the industry in which Signet operates. The use of the words expects, intends, anticipates, estimates, predicts, believes, should, potential, may, forecast, objective, plan or target a are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to a number of risks and uncertainties, including but not limited to:

- general economic conditions;
- risks relating to Signet being a Bermuda corporation;
- the merchandising, pricing and inventory policies followed by Signet;
- the reputation of Signet and its brands;
- the level of competition in the jewelry sector;
- the cost and availability of diamonds, gold and other precious metals;
- regulations relating to consumer credit;
- seasonality of Signet s business;
- financial market risks;
- deterioration in consumers financial condition;
- exchange rate fluctuations;
- changes in consumer attitudes regarding jewelry;
- management of social, ethical and environmental risks;
- security breaches and other disruptions to Signet s information technology infrastructure and databases;
- inadequacy in and disruptions to internal controls and systems;
- changes in assumptions used in making accounting estimates relating to items such as extended service plans and pensions;
- the ability to complete the acquisition of Zale;
- the ability to obtain Zale stockholder approval;
- the potential impact of the announcement and consummation of the Zale acquisition on relationships, including with employees;

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our ability to successfully integrate Zale s operations and to realize synergies from the transaction; and

the impact of stockholder litigation with respect to the Zale acquisition.

The foregoing list of factors is not exhaustive and new factors may emerge from time to time that could also affect actual performance and results. For additional factors see the section entitled Risk factors beginning on page S-14 of this prospectus supplement and in the documents incorporated by reference herein. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, our actual operating and financial performance may vary in material respects from the performance projected in these forward-looking statements.

Any forward-looking statement made by us in this prospectus supplement speaks only as of the date on which we make it. Factors or events that could cause our actual operating and financial performance to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

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Summary

This summary contains basic information about us and this offering. Because it is a summary, it does not contain all the information that you should consider before investing in the notes. To fully understand this offering, you should read this entire prospectus supplement and the accompanying prospectus carefully, including the section entitled Risk factors in this prospectus supplement and in the documents incorporated by reference in this prospectus supplement or the accompanying prospectus and our financial statements and the related notes thereto incorporated by reference in this prospectus supplement or the accompanying prospectus before making an investment decision.

Signet

Signet is the largest specialty retail jeweler by sales in the US and UK. Signet s US division operated 1,471 stores in all 50 states at February 1, 2014. Its stores trade nationally in malls and off-mall locations as Kay Jewelers (Kay), and regionally under a number of well-established mall-based brands. Destination superstores trade nationwide as Jared The Galleria Of Jewelry. Signet s UK division operated 493 stores at February 1, 2014, including 14 stores in the Republic of Ireland and three in the Channel Islands. Its stores trade in major regional shopping malls and prime High Street locations (main shopping thoroughfares with high pedestrian traffic) as H.Samuel, Ernest Jones, and Leslie Davis.

The Issuer is a public limited company organized under the laws of England & Wales on April 17, 2014 primarily for purposes of issuing the notes offered hereby, and is an indirect wholly owned subsidiary of Parent. The Issuer s principal executive offices are located at 110 Cannon Street, London EC4N 6EU, United Kingdom, and its telephone number is +44 207 648 5200.

Our web address is www.signetjewelers.com. The information on or otherwise accessible through our web site does not constitute a part of this prospectus supplement or the accompanying prospectus.

Recent developments

The Zale Acquisition

On February 19, 2014, Parent, Carat Merger Sub, Inc., a Delaware corporation and an indirect, wholly owned subsidiary of Parent (Merger Sub), and Zale entered into an agreement and plan of merger (the Merger Agreement) pursuant to which, subject to the satisfaction or waiver of certain conditions, Merger Sub will merge with and into Zale, and Zale will become an indirect, wholly owned subsidiary of Parent.

The transaction is valued at approximately $1.4 billion, including net debt. Signet has agreed to pay $21.00 per share in cash for Zale s outstanding common stock. As of January 31, 2014, Zale s total outstanding long-term debt, including under its credit facility (the Zale credit facility), was approximately $445.3 million. In addition, as part of the transaction, Parent has entered into a voting and support agreement with Golden Gate Capital, the beneficial owner of approximately 23% of Zale s common stock.

The consummation of the Zale Acquisition is subject to customary closing conditions, including the approval of holders of a majority of outstanding shares of Zale common stock. The waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, has expired. The Merger Agreement also includes customary termination provisions for both Zale and Signet. The Zale Acquisition is expected to close in the second quarter of 2014.

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Acquisition financing

In connection with the Zale Acquisition, we entered into a debt commitment letter with a syndicate of commercial banks (the debt financing sources). Subject to the satisfaction of certain customary conditions, the debt financing sources committed to provide up to $1.2 billion in financing for the Zale Acquisition, consisting of an $800.0 million 364-day senior unsecured bridge loan facility (the Bridge Facility) and the $400.0 new term loan facility described below. We will be required to pay certain fees if the Bridge Facility is not drawn. We currently plan to fund the Zale Acquisition, including the refinancing of certain existing indebtedness of Zale, through a combination of proceeds from the issuance of the notes offered hereby, a new $400.0 million 5-year senior unsecured term loan facility (the new term loan facility) and the issuance of $600.0 million variable funding notes from an existing asset-backed securitization facility (the ABS facility). We expect the full $600.0 million of variable funding notes to be issued on or prior to the closing of the Zale Acquisition. See Use of proceeds. As a result, we do not expect to borrow any funds under the Bridge Facility. If we are unable to complete the issuance of notes under the ABS facility on or prior to the closing of the Zale Acquisition, we intend to obtain any necessary funds through a combination of borrowings under the Bridge Facility and/or our amended revolving credit facility (as defined below) and/or cash on hand.

In connection with the Zale Acquisition we also intend to amend and restate our existing $400.0 million revolving credit facility to, among other things, extend the maturity thereof (the amended revolving credit facility and, together with the new term loan facility, the senior credit facilities). We do not currently expect to have any borrowings outstanding under our amended revolving credit facility on the closing date of the Zale Acquisition (other than $23.9 million outstanding under letters of credit). See Description of other debt for additional information regarding these other debt agreements.

The Zale Acquisition, the related financing transactions, including the issuance of the notes offered hereby, and the use of proceeds therefrom are referred to herein as the Transactions, and the financing transactions, without giving effect to the Zale Acquisition, are referred to herein as the Financing Transactions. This offering is not conditioned on the completion of the Transactions. However, if the Zale Acquisition is not consummated or the Merger Agreement is terminated, in each case, on or prior to February 19, 2015, the Issuer will be required to redeem the notes at a redemption price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the special mandatory redemption date. See Description of the notes Special mandatory redemption.

About Zale

Zale, through its wholly owned subsidiaries, is a specialty retailer of fine jewelry in North America. Zale operates specialty retail jewelry stores and kiosks located mainly in shopping malls throughout the United States, Canada and Puerto Rico.

Zale reports its operations under three business segments: Fine Jewelry, Kiosk Jewelry and All Other. Fine Jewelry is comprised of its three core national brands, Zales Jewelers®, Zales Outlet® and Peoples Jewellers® and its two regional brands, Gordon s Jewelers® and Mappins® Jewellers. Each brand specializes in fine jewelry and watches, with merchandise and marketing emphasis focused on diamond products. Zales Jewelers® is a value-oriented jeweler in the U.S. offering a broad range of bridal, diamond solitaire and fashion jewelry. Zales Outlet® operates in outlet malls and neighborhood power centers and capitalizes on Zales Jewelers® national marketing and brand recognition. Gordon s Jewelers®, its regional brand in the U.S., provides moderately

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priced jewelry to a wide range of guests. Peoples Jewellers®, Canada s largest fine jewelry retailer, provides guests with an affordable assortment and an accessible shopping experience. Mappins® Jewellers offers Canadian guests a broad selection of merchandise from engagement rings to fashionable and contemporary fine jewelry. For the year ended July 31, 2013 and the six months ended January 31, 2014, Fine Jewelry accounted for approximately 86.7% and 87.8%, respectively, of Zale s total revenues.

Kiosk Jewelry operates under the brand names Piercing Pagoda®, Plumb Gold , and Silver and Gold Connection® (collectively, Piercing Pagoda) through mall-based kiosks and is focused on the opening price point guest. Kiosks are generally located in high traffic areas that are easily accessible and visible within regional shopping malls. At the entry-level price point, Piercing Pagoda services fashion conscious guests of all ages. Piercing Pagoda offers an extensive collection of bracelets, earrings, charms, rings, non-precious metal products and gold chains, as well as a selection of silver and diamond jewelry, all in basic styles at moderate prices. In addition, trained associates perform ear-piercing services on site. For the year ended July 31, 2013 and the six months ended January 31, 2014, Kiosk Jewelry accounted for approximately 12.7% and 11.7%, respectively, of Zale s total revenues.

Zale provides insurance and reinsurance services for various types of insurance coverage, which are marketed to its private label credit card guests, through Zale Indemnity Company, Zale Life Insurance Company and Jewel Re-Insurance Ltd. These three companies are the insurers (either through direct written or reinsurance contracts) of Zale s guests credit insurance coverage. In addition to providing merchandise replacement coverage for certain perils, credit insurance coverage provides protection to the creditor and cardholder for losses associated with the disability, involuntary unemployment, leave of absence or death of the cardholder. Zale Life Insurance Company also provides group life insurance coverage for its eligible employees. Zale Indemnity Company, in addition to writing direct credit insurance contracts, has certain discontinued lines of insurance that it continues to service. Credit insurance operations are dependent on its retail sales through its private label credit cards. For the year ended July 31, 2013 and the six months ended January 31, 2014, All Other accounted for approximately 0.6% and 0.5%, respectively, of Zale s total revenues.

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Organizational structure

The following chart illustrates our ownership structure and principal indebtedness after giving effect to the Transactions. This chart is for illustrative purposes only and does not purport to represent all legal entities owned or controlled by us. Upon consummation of the Zale Acquisition, Zale and its subsidiaries will become indirect wholly owned subsidiaries of Parent. We currently expect that Zale and all of its subsidiaries, other than insurance subsidiaries and certain immaterial subsidiaries, will become guarantors under the senior credit facilities and the notes offered hereby.

(1) We do not currently expect to have any borrowings outstanding under our amended revolving credit facility on the closing date of the Zale Acquisition (other than $23.9 million outstanding under letters of credit). See Description of other debt.

(2) The receivables subsidiaries will not guarantee the notes or the senior credit facilities.

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The offering

This summary is not a complete description of the notes. For a more detailed description of the notes, see Description of the notes in this prospectus supplement.

Issuer	Signet UK Finance plc.
Securities offered	$400,000,000 aggregate principal amount of 4.700% Senior Notes due 2024 (the notes).
Maturity	The notes will mature on June 15, 2024 unless earlier redeemed or repurchased.
Interest rate	The notes will bear interest from May 19, 2014 at the rate of 4.700% per annum.
Interest payment dates	June 15 and December 15 of each year, beginning December 15, 2014. Interest will accrue from May 19, 2014.
Note guarantees	The notes will be guaranteed on a senior unsecured basis by Parent and all of its existing and future direct and indirect subsidiaries that will guarantee or be borrowers under the senior credit facilities (other than the Issuer). Under certain circumstances, guarantors may be released from their note guarantees without the consent of the holders of notes. See Description of notes Note guarantees.
Ranking of notes	The notes will be the Issuer s senior unsecured obligations and will rank equally in right of payment with all of its existing and future unsecured and unsubordinated obligations. The note guarantees will be the guarantors senior unsecured obligations and will rank equally in right of payment with all of their existing and future unsecured and unsubordinated obligations. In addition, the notes will be structurally subordinated to the liabilities of the non-guarantor subsidiaries. As of February 1, 2014, on a pro forma basis after giving effect to the Transactions: • outstanding indebtedness of the Issuer and the guarantors would have been $1.5 billion (excluding intercompany liabilities and guarantees under the senior credit facilities and the indenture), $600.0 million of which would have been secured; and • certain guarantors would have had $374.7 million of availability under the amended revolving credit facility after giving effect to $25.3 million of outstanding letters of credit. For the year ended February 1, 2014, the non-guarantor subsidiaries represented: • approximately 1.1% of our total sales; and

approximately 7.2% of our operating income, in each case after giving effect to intercompany eliminations.

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As of February 1, 2014, on a pro forma basis after giving effect to the Financing Transactions (and not including the Zale Acquisition or the Zale entities that will become subsidiaries of Parent upon consummation of the Zale Acquisition), the non-guarantor subsidiaries:

- would have represented approximately 1.6% of our total assets; and
- would have had approximately $611.3 million of total liabilities, including debt and trade payables,

in each case after giving effect to intercompany eliminations.

Upon consummation of the Zale Acquisition, we currently expect that Zale and all of its subsidiaries, other than its insurance subsidiaries and certain immaterial subsidiaries, will become guarantors under the senior credit facilities and the notes offered hereby.

Sinking fund None.

Special mandatory redemption If the Zale Acquisition is not consummated or the Merger Agreement is terminated, in each case, on or prior to February 19, 2015, the Issuer will be required to redeem the notes at a redemption price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the special mandatory redemption date. The special mandatory redemption date means the earliest to occur of (i) March 19, 2015 if the Zale Acquisition has not been consummated on or prior to 5:00 p.m., New York City time, on February 19, 2015; or (ii) the 30th day (or if such day is not a business day, the first business day thereafter) following the termination of the Merger Agreement for any reason. See Description of the notes Special mandatory redemption.

Optional redemption Prior to March 15, 2024 (three months prior to the maturity date of the notes), the Issuer may redeem some or all of the notes at any time at a make-whole redemption price determined as set forth under Description of the notes Optional redemption. On or after March 15, 2024 (three months prior to the maturity date of the notes) the Issuer may redeem some or all of the notes at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the redemption date as set forth under Description of the notes Optional redemption.

Additional amounts The Issuer or any guarantor of the notes will make all payments in respect of the notes, including principal and interest payments, without deduction or withholding for or on account of any present or future taxes or other governmental charges, unless it is obligated by law to deduct or withhold taxes or governmental charges. If the Issuer or any guarantor is obligated by law to deduct or withhold such taxes or governmental charges in respect of the notes or the note guarantees, subject to certain exceptions and limitations, the Issuer or

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	the relevant guarantor, as applicable, will pay to the holders of such notes additional amounts so that the net amount received by the holders is not less than the amount such holders would have received if these taxes or governmental charges had not been withheld or deducted.
Tax redemption	If the Issuer becomes obligated to pay any additional amounts in respect of the notes as a result of certain changes in applicable tax law, the Issuer may redeem the notes at its option in whole, but not in part, at any time at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest to, but not including, the redemption date. See Description of the notes Tax redemption.
Change of control repurchase event	Upon the occurrence of a change of control repurchase event, as defined under Description of the notes Purchase of notes upon a change of control repurchase event, the Issuer will be required to make an offer to repurchase the notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest to, but not including, the date of repurchase.
Certain covenants	The indenture governing the notes will contain covenants limiting the ability of Parent and its subsidiaries, including the Issuer, to: create certain liens; enter into sale and leaseback transactions; and consolidate or merge with, or sell, lease or convey all or substantially all of their respective properties or assets to, another person. However, each of these covenants is subject to a number of significant exceptions. You should read Description of the notes Certain covenants for a description of these covenants.
Form and denominations	The Issuer will issue the notes in registered form in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The notes will be represented by one or more global securities registered in the name of a nominee of The Depository Trust Company (DTC). You will hold beneficial interests in the notes through DTC, and DTC and its direct and indirect participants will record your beneficial interest in their books. Except under limited circumstances, the Issuer will not issue certificated notes.
Further issuances	The Issuer may, without consent of the holders of the notes, create and issue additional notes ranking equally with the notes in all respects (other than with respect to the date of issuance, public offering price and amount of interest payable on the first payment date applicable thereto). These additional notes will be consolidated and form a single series with the notes.

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Use of proceeds	We intend to use the net proceeds of this offering to pay a portion of the consideration for the Zale Acquisition. See Use of proceeds, Capitalization and Underwriting (conflicts of interest).
Conflicts of interest	Affiliates of certain of the underwriters are lenders under the Zale credit facility and may therefore receive 5% or more of the net proceeds of the offering by reason of the repayment of outstanding amounts under the Zale credit facility in connection with the Zale Acquisition. Any such underwriter is deemed to have a conflict of interest within the meaning of Rule 5121 (Rule 5121) of the Financial Industry Regulatory Authority, Inc., and this offering will therefore be conducted in accordance with Rule 5121. See Underwriting (conflicts of interest) Conflicts of interest.
Listing	The Issuer intends to make an application to list the notes on the Official List of the Luxembourg Stock Exchange following consummation of this offering.
Absence of public market for the notes	The notes are a new issue of securities with no established trading market. The underwriters have advised us that they intend to make a market in the notes, but they are not obligated to do so, and any market making in the notes may be discontinued at any time in their sole discretion. Accordingly, there can be no assurance as to the development or liquidity of any market for the notes. For more information, see Underwriting (conflicts of interest).
Governing law	New York.
Trustee	Deutsche Bank Trust Company Americas.
Principal paying agent	Deutsche Bank Trust Company Americas.
Luxembourg listing agent, paying agent and transfer agent	Deutsche Bank Luxembourg S.A.
Risk factors	An investment in the notes involves risk. You should carefully consider the information set forth in the section entitled Risk factors beginning on page S-14 of this prospectus supplement and the documents incorporated by reference in this prospectus supplement or the accompanying prospectus, before deciding whether to invest in the notes.

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Risk factors

You should carefully consider these risk factors and all of the other information included or incorporated by reference herein and in the accompanying prospectus, including the discussion of risks relating to our *business set forth under the section entitled Risk Factors in our Form 10-K, which is incorporated herein by reference, before making an investment in the notes.*

Risks related to the Zale Acquisition

Signet s proposed acquisition of Zale is subject to Zale stockholder approval and customary closing conditions and the expected benefits from the Zale Acquisition may not be fully realized.

On February 19, 2014, Signet entered into the Merger Agreement with Zale to acquire all of Zale s issued and outstanding common stock for $21.00 per share in cash consideration with an approximate transaction value of $1.4 billion, including net debt. Although Signet has entered into a voting and support agreement with Golden Gate Capital, the beneficial owner of approximately 23% of Zale s common stock, Signet cannot predict whether Zale stockholder approval will be obtained or if the closing conditions will be satisfied. Certain stockholders of Zale have filed a proxy statement soliciting proxies to oppose the Zale Acquisition and/or seeking to delay the Zale stockholder vote. These stockholders have also announced their intention to pursue an appraisal claim against us if the Zale Acquisition is consummated. The Merger Agreement also includes customary termination provisions for both Zale and Signet. We expect to issue $1.4 billion of debt, including the notes offered hereby, to fund the planned acquisition of Zale, which will significantly increase our outstanding debt. This additional indebtedness will require us to dedicate a portion of our cash flow to servicing this debt, thereby reducing the availability of cash to fund other business initiatives. If the Zale Acquisition closes, significant changes to Signet s financial condition as a result of global economic changes or difficulties in the integration or execution of strategies of the newly acquired business, and the diversion of significant management time and resources towards completion of the Zale Acquisition and integrating the business and operations of Zale or the incurrence of unexpected contingent liabilities may affect our ability to obtain the expected benefits from the Zale Acquisition or to satisfy the financial covenants included in the terms of the financing arrangements.

Signet will incur transaction-related costs in connection with the Zale Acquisition.

We expect to incur a number of non-recurring transaction-related costs associated with completing the Zale Acquisition, combining the operations of the two companies and achieving desired synergies. These fees and costs may be substantial. Non-recurring transaction costs include, but are not limited to, fees paid to legal, financial and accounting advisors, regulatory filing fees and printing costs. Additional unanticipated costs may be incurred in the integration of our and Zale s businesses. There can be no assurance that the realization of other efficiencies related to the integration of the two businesses, as well as the elimination of certain duplicative costs, will offset the incremental transaction-related costs over time. Thus, any net benefit may not be achieved in the near term, the long term, or at all.

Although we anticipate that Zale will continue to operate as a separate brand within Signet, failure to successfully combine Signet s and Zale s businesses in the expected time frame may adversely affect the future results of the combined company.

The success of the Zale Acquisition will depend, in part, on our ability to realize the anticipated benefits and synergies from combining our and Zale s businesses. To realize these anticipated benefits, the businesses must be successfully combined. If the combined company is not able to achieve these objectives, or is not able to achieve these objectives on a timely basis, the anticipated

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benefits of the Zale Acquisition may not be realized fully or at all. Challenges involved in this integration include integrating successfully each company s operations and technologies, as well as combining corporate cultures, maintaining employee morale and retaining key employees. In addition, the actual integration will require significant management attention and resources and may result in additional and unforeseen expenses, which could reduce the anticipated benefits of the Zale Acquisition.

Purported stockholder class action complaints have been filed against Zale, Parent, the members of Zale s board of directors and Merger Sub, challenging the Zale Acquisition, and various legal proceedings have been filed against each of Signet and Zale in their ordinary course of business. An unfavorable judgment or ruling in these lawsuits could prevent or delay the consummation of the proposed Zale Acquisition and result in substantial costs.

In connection with the Zale Acquisition, purported stockholders of Zale have filed purported stockholder class action lawsuits in the Delaware Court of Chancery. Those lawsuits name Zale, Parent, the members of the board of directors of Zale, and Merger Sub as defendants. Among other remedies, the plaintiffs seek to enjoin the Zale Acquisition. If a final settlement is not reached, or if a dismissal is not obtained, these lawsuits could prevent and/or delay completion of the Zale Acquisition and result in substantial costs to Zale and us, including any costs associated with the indemnification of directors. Additional lawsuits may be filed against Zale and us, Merger Sub and Zale s directors related to the Zale Acquisition or otherwise. In addition, each of Signet and Zale has certain other outstanding litigation. See Note 22 to the Signet consolidated financial statements and Note 18 to the Zale consolidated financial statements, in each case incorporated herein by reference to Parent s Form 8-K filed on May 12, 2014. Any such litigation could require the combined company to expend significant resources and divert the efforts and attention of management and other personnel from business operations. The defense or settlement of any lawsuit or claim may adversely affect the combined company s business, financial condition or results of operations.

Risks related to the notes

Restrictive covenants in the documents governing our indebtedness may limit our ability to undertake certain types of transactions.

The senior credit facilities will contain various restrictive covenants which may limit our financial flexibility in a number of ways. The senior credit facilities will contain covenants that, among other things, restrict Parent s and its subsidiaries ability, subject to specified exceptions, to incur additional debt, incur liens, sell or dispose of assets, merge with or acquire other companies, liquidate or dissolve, make loans, advances, or guarantees, engage in transactions with affiliates, make investments and make restricted payments. Additionally, if an event of default occurred under the senior credit facilities, the lenders could elect to declare all amounts outstanding thereunder, together with accrued interest to be immediately due and payable. In such an event, we cannot assure you that we would have sufficient assets to pay amounts due on the notes. As a result, you may receive less than the full amount you would otherwise be entitled to receive on the notes.

The notes and the note guarantees will be effectively subordinated to any debt of the Issuer or the guarantors that is secured.

The notes and the note guarantees will be unsecured obligations of the Issuer and the guarantors and will be effectively subordinated to any secured debt obligations that they may incur in the future to the extent of the value of the assets securing that debt. The effect of this subordination is that if the Issuer or any guarantor is involved in a bankruptcy, liquidation,

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dissolution, reorganization or similar proceeding, or upon a default in payment on, or the acceleration of, any of their secured debt, if any, their assets that secure such debt will be available to pay obligations on the notes only after all debt under their secured debt, if any, has been paid in full from those assets. Holders of the notes will participate in any remaining assets ratably with all of the other unsecured and unsubordinated creditors of the Issuer and the guarantors, including trade creditors (although there may be instances under the laws of general application of Bermuda or of England and Wales where certain unsecured and unsubordinated indebtedness would be preferred). The Issuer and the guarantors may not have sufficient assets remaining to pay amounts due on any or all of the notes then outstanding. See Description of the notes.

The notes are structurally subordinated to the indebtedness and other liabilities of the non-guarantor subsidiaries.

The notes will be guaranteed by Parent s existing and future subsidiaries that will guarantee or be borrowers under the senior credit facilities. Not all of Parent s subsidiaries will guarantee the notes. These non-guarantor subsidiaries are separate legal entities that have no obligation to pay any amounts due under the notes or to make any funds available therefor, whether by dividends, loans or other payments. Except to the extent the Issuer or any guarantor is a creditor with recognized claims against the non-guarantor subsidiaries, all claims of creditors, including trade creditors, and holders of preferred stock, if any, of the non-guarantor subsidiaries will have priority with respect to the assets of such subsidiaries over the claims of the Issuer or any guarantor (and therefore the claims of their creditors, including holders of the notes). Consequently, the notes and note guarantees will be structurally subordinated to the liabilities, including trade payables, of such non-guarantor subsidiaries.

Although the senior credit facilities will contain restrictions on the amount of debt that the non-guarantor subsidiaries can incur for the benefit of the lenders to those non-guarantor subsidiaries, the incurrence of other unsecured indebtedness or other liabilities by any subsidiaries (including the non-guarantor subsidiaries) is not prohibited under the indenture governing the notes and could adversely affect our ability to pay our obligations on the notes.

For the year ended February 1, 2014, the non-guarantor subsidiaries represented 1.1% of our sales and 7.2% of our operating income, respectively, in each case after giving effect to intercompany eliminations. As of February 1, 2014, on a pro forma basis after giving effect to the Financing Transactions (and not including the Zale Acquisition or the Zale entities that will become subsidiaries of Parent upon consummation of the Zale Acquisition), the non-guarantor subsidiaries would have represented 1.6% of our total assets and had $611.3 million of total liabilities, including debt and trade payables, in each case after giving effect to intercompany eliminations.

In addition, the subsidiaries that provide, or will provide, note guarantees will be automatically released from those note guarantees upon the occurrence of certain events, including, without limitation, the following:

- the release or discharge of any guarantee or indebtedness under the senior credit facilities that resulted in the creation of the guarantee of the notes by such subsidiary guarantor; or
- the sale or other disposition, including the sale of substantially all the assets, of that subsidiary guarantor; or
- the defeasance of the Issuer s obligations under the indenture.

If any note guarantee is released, no holder of the notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred

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stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holders of the notes. See Description of the notes Note guarantees.

We will have substantial indebtedness and will be permitted to incur more debt, which may increase the risks associated with our leverage.

We will, on a pro forma basis after giving effect to the Transactions, have a significant amount of indebtedness. As of February 1, 2014, on a pro forma basis after giving effect to the Transactions, our total consolidated debt would have been approximately $1.5 billion, and certain of the guarantors would have had unused commitments of $374.7 million under the amended revolving credit facility (after giving effect to $25.3 million of outstanding letters of credit). The amended and restated credit agreement will allow Signet Group Limited, as borrower, to add one or more incremental term loan facilities and/or increase the commitments under the amended revolving credit facility in an aggregate principal amount of up to $300.0 million, subject to the satisfaction of certain conditions.

Although the senior credit facilities will contain certain limitations, neither Parent nor any of its subsidiaries is restricted from incurring additional unsecured debt or other liabilities, including additional unsecured senior debt, under the indenture governing the notes. If we incur additional debt or liabilities, the risks related to our high level of debt could intensify and the Issuer s and the guarantors ability to pay their obligations on the notes and the guarantees could be adversely affected. We expect that we will from time to time incur additional debt and other liabilities. In addition, we are not restricted under the indenture governing the notes from paying dividends or issuing or repurchasing our securities.

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes.

Our ability to make scheduled payments on or to refinance our debt obligations, including the notes, depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. There is no assurance that we will maintain a level of cash flow from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures or to sell assets, seek additional capital or restructure or refinance our indebtedness, including the notes.

The Issuer may not be able to repurchase all of the notes upon a change of control repurchase event.

As described under Description of the notes Purchase of notes upon a change of control repurchase event, the Issuer will be required to offer to repurchase the notes upon the occurrence of a change of control repurchase event. The Issuer may not have sufficient funds to repurchase the notes in cash at such time or have the ability to arrange necessary financing on acceptable terms. In addition, the Issuer s ability to repurchase the notes for cash may be limited by law or the terms of other agreements relating to its indebtedness outstanding at the time.

The Issuer may not be able to repurchase all of the notes upon a special mandatory repurchase event.

As described under Description of the notes Special mandatory redemption, the Issuer (or Parent or Signet Group Limited, on behalf of the Issuer) will be required to offer to repurchase the notes if the Zale Acquisition is not consummated or the Merger Agreement is terminated, in

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each case, on or prior to February 19, 2015, at a redemption price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the special mandatory redemption date. The Issuer is not obligated to place the proceeds of the offering of the notes in escrow prior to the closing of the Zale Acquisition or to provide a security interest in those proceeds, and there are no other restrictions on the use of these proceeds during such time. Accordingly, the Issuer will need to fund any special mandatory redemption using proceeds that it has voluntarily retained or from other sources of liquidity. In the event of a special mandatory redemption, we may not have sufficient funds to purchase all of the notes.

In the event of a special mandatory redemption, holders of the notes may not obtain their expected return on such notes.

If the Issuer redeems the notes pursuant to the special mandatory redemption provisions, holders of the notes may not obtain their expected return on the notes and may not be able to reinvest the proceeds from such special mandatory redemption in an investment that results in a comparable return. In addition, as a result of the special mandatory redemption provisions of the notes, the trading prices of the notes may not reflect the financial results of our business or macroeconomic factors. Holders of the notes will have no rights under the special mandatory redemption provisions as long as the Zale Acquisition closes, nor will they have any rights to require the Issuer to repurchase their notes if, between the closing of this offering and the closing of the Zale Acquisition, we experience any changes (including any material changes) in our business or financial condition, or if the terms of the Merger Agreement change, including in material respects.

Insolvency, corporate benefit, capital maintenance laws and other limitations on the guarantees of the notes may adversely affect the validity and enforceability of the guarantees of the notes.

The Issuer and a significant number of the guarantors are incorporated under the laws of England and Wales. Following the consummation of the Zale Acquisition, the notes will be guaranteed by subsidiaries of Zale, some of which will be organized in jurisdictions other than the United States. The laws of these jurisdictions may limit the ability of these entities to guarantee debt of a related company. These limitations arise under various provisions or principles of corporate law which include corporate benefit or interest restrictions, rules governing capital maintenance, under which, among others, the risks associated with a guarantee need to be reasonable and economically and operationally justified from the guarantor s perspective, as well as thin capitalization, unlawful financial assistance and fraudulent transfer principles. If these limitations were not observed, the note guarantees by these guarantors could be subject to legal challenge.

In a bankruptcy or insolvency proceeding, it is possible that creditors of the guarantors or an appointed insolvency administrator or liquidator may challenge the guarantees and intercompany obligations generally, as fraudulent transfers or conveyances, preferences, transactions at an undervalue or on other grounds. If so, such laws may permit a court, if it makes certain findings, to:

- void or invalidate all or a portion of a guarantor s obligations under its note guarantee;
- direct that holders of the notes return any amounts paid under a note guarantee to the relevant guarantor or to a fund for the benefit of the guarantor s creditors; and
- take other action that is detrimental to holders of the notes.

We cannot assure you which standard a court would apply in determining whether a guarantor was insolvent as of the date the note guarantees were issued or created or that, regardless of

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the method of valuation, a court would not determine that a guarantor was insolvent on that date, or that a court would not determine, regardless of whether or not a guarantor was insolvent on the date its note guarantee was issued or created, that payments to holders of the notes constituted fraudulent transfers on other grounds.

Under English insolvency law, the liquidator or administrator of a company may apply to the court to set aside a transaction entered into by that company up to two years prior to it entering into relevant insolvency proceedings if the company was unable to pay its debts as defined in Section 123 of the England and Wales Insolvency Act 1986 (IA86), at the time of, or becomes unable to pay its debts as a consequence of, that transaction. For example, a transaction might be subject to a challenge if a company received no consideration or consideration of significantly less value than the benefit given by that company. In this case, a court might find that there is no consideration or only consideration of significantly less value than the benefit given by a guarantor because the proceeds from this offering will not be made available generally to the Issuer or the guarantors for use in their respective businesses or operations or to repay any of their respective obligations. In addition, a court may uphold the guarantees of the obligations of Signet Group Limited as borrower under the senior credit facilities by its subsidiaries but find that there is no consideration or only consideration of significantly less value than the benefit given by the guarantors of the notes (other than the Parent and Signet Group Limited) since the subsidiaries of Parent that guarantee the notes are sister companies of the Issuer. A transaction at an undervalue which was entered into with the intention of placing assets out of the reach of a particular party, or to otherwise prejudice a party s interest in relation to a claim, could be challenged by that party (with the leave of the court), a liquidator, administrator, the Financial Conduct Authority or the Pensions Regulator as a transaction which defrauds creditors, whether or not the company ever entered into a formal insolvency process. A court generally will not make an order to set aside a transaction at an undervalue if the company entered into the transaction in good faith for the purposes of carrying on its business and there were reasonable grounds for believing the transaction would benefit the company.

An administrator or liquidator may also apply to court to set aside an action which puts a creditor, surety or guarantor into a better position at the expense of other creditors (known as a preference), where such company had a desire to prefer that party, if such company was insolvent at the time of, or became insolvent as a consequence of, the transaction, and such transaction occurs up to two years prior to the onset of insolvency if the preferred party is a connected person (as defined in the IA86) (or six months prior to the onset of insolvency if the preferred party is not connected). There is a presumption of insolvency where the party to such transaction is a connected person, as defined in the IA86.

Furthermore, under English insolvency law, some of our subsidiaries debts may be entitled to priority, including amounts owed in respect of state and occupational pension schemes, certain amounts owed to employees and liquidation expenses.

In addition, in some of these jurisdictions, the note guarantees may be required to contain language limiting the amount of debt guaranteed or qualifying that the note guarantee must be in the guarantor s corporate interest, in order to seek to ensure (to the extent possible) that applicable local law restrictions will not be violated. Accordingly, if you were to enforce the note guarantees by a guarantor in one of these jurisdictions, your claims are likely to be limited. In some cases, where the amount that can be guaranteed is limited by reference to the net assets and legal capital of the guarantor or by reference to the outstanding debt owed by the relevant guarantor under intercompany loans that amount might have reached zero or close to zero at the time of any insolvency or enforcement.

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Although we believe that the note guarantees by these guarantors will be validly given in accordance with local law restrictions, there can be no assurance that a third party creditor would not challenge these note guarantees and prevail in court.

Enforcing your rights as a holder of the notes or under the note guarantees across multiple jurisdictions may be difficult.

The notes will be issued by Signet UK Finance plc, an entity organized under the laws of England and Wales, and will be guaranteed by Signet Jewelers Limited, a Bermuda entity, and by certain of Parent s subsidiaries that are organized under the laws of England and Wales. In the event of bankruptcy, insolvency or a similar event, proceedings could be initiated in any of these jurisdictions or in the jurisdiction of organization of a future guarantor. With respect to the Issuer and guarantors organized in England and Wales, insolvency proceedings with respect to each of these companies could be required to proceed under the laws of the jurisdiction in which its centre of main interests, as defined in the relevant European Union regulation, is situated at the time insolvency proceedings are commenced. Although there is a rebuttable presumption that the centre of main interests will be in the jurisdiction of the place of the company s registered office, this presumption is not conclusive. Your rights under the notes and the note guarantees will therefore be subject to the laws of multiple jurisdictions, and you may not be able to enforce effectively your rights in multiple bankruptcy, insolvency and other similar proceedings. In general, although laws differ among jurisdictions, applicable bankruptcy or insolvency laws in these jurisdictions and limitations on the enforceability of judgments obtained in New York courts would limit the enforceability of judgments against the Issuer and the guarantors on the notes and the guarantees. In addition, the bankruptcy, insolvency, foreign exchange, administration and other laws of the various jurisdictions may be materially different from or in conflict with one another and those of the United States, including in respect of creditors rights, priority of creditors, the ability to obtain post-petition interest and the duration of the insolvency proceeding. The consequences of the multiple jurisdictions involved in the transaction could trigger disputes over which jurisdiction s law should apply which could adversely affect your ability to enforce your rights and to collect payment in full under the notes and the note guarantees. See Enforcement of Civil Liabilities in the accompanying prospectus. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors rights.

In addition, you may be unable to recover in civil proceedings for U.S. securities laws violations. It is questionable whether an English or Bermuda court would accept jurisdiction and impose civil liability if proceedings were commenced in England or Bermuda predicated upon U.S. federal securities laws.

U.S. federal and state fraudulent transfer laws may permit a court to void the notes and/or the note guarantees, and if that occurs, you may not receive any payments on the notes.

U.S. federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes and the incurrence of the guarantees of the notes. Under U.S. federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or the guarantees thereof could be voided as a fraudulent transfer or conveyance if the Issuer or any of the guarantors, as applicable, (a) issued the notes or incurred the note guarantees with the intent of hindering, delaying or defrauding creditors or (b) received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the note guarantees and, in the case of (b) only, one of the following is also true at the time thereof:

- the Issuer or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the note guarantees;

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the issuance of the notes or the incurrence of the note guarantees left the Issuer or any of the guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on the business;

the Issuer or any of the guarantors intended to, or believed that it or such subsidiary guarantor would, incur debts beyond its or such guarantor s ability to pay as they mature; or

the Issuer or any of the guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against it or the guarantor if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, under U.S. federal and state fraudulent transfer laws, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent the guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes. Here, for example, a court might find a lack of reasonably equivalent value because the proceeds from this offering will not be made available generally to the Issuer or the guarantors for use in their respective businesses or operations or to repay any of their respective obligations. In particular, since the subsidiaries of Parent that guarantee the notes are sister companies of the Issuer, a finding of the receipt of reasonably equivalent value by the guarantors of the notes (other than the Parent and Signet Group Limited) may be more difficult than in the case of the guarantees of the obligations of Signet Group Limited as borrower under the senior credit facilities by its subsidiaries.

We cannot be certain as to the standards a court would use to determine whether or not the Issuer or the guarantors were insolvent at the relevant time or, regardless of the standard that a court uses, whether the notes or the note guarantees would be subordinated to the Issuer s or any of the guarantors other debt. In general, however, a court would deem an entity insolvent if:

the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they became due.

If a court were to find that the issuance of the notes or the incurrence of a note guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or that note guarantee, could subordinate the notes or that note guarantee to presently existing and future indebtedness of the Issuer or of the related guarantor and/or could require the holders of the notes to repay any amounts received with respect to that note guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the avoidance of the notes could result in an event of default with respect to our other debt that could result in acceleration of that debt.

Finally, as a court of equity, the bankruptcy court may subordinate the claims in respect of the notes to other claims against the Issuer or the guarantors under the principle of equitable subordination if the court determines that (1) the holder of notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to the Issuer s other creditors or conferred an unfair advantage upon the holders of notes and (3) equitable subordination is

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not inconsistent with the provisions of the bankruptcy code. It is also possible that a bankruptcy court could disallow the claims in respect of the notes, in whole or in part, under the principle of equitable disallowance, based on similar factors.

There is no existing market for the notes. If one develops, it may not be liquid.

The notes are a new issue of securities and there is currently no established market for the notes. The underwriters have advised us that they currently intend to make a market in the notes following the offering, as permitted by applicable laws or regulations. However, the underwriters have no obligation to make a market in the notes and they may cease market-making activities at any time without notice. Although we intend to list the notes on the Official List of the Luxembourg Stock Exchange following the consummation of this offering, there can be no assurance as to the liquidity of any market that may develop for the notes, your ability to sell your notes or the prices at which you will be able to sell your notes. Future trading prices of the notes will depend on many factors, including prevailing interest rates, our financial condition and results of operations, the then-current ratings assigned to the notes and the market for similar securities. Any trading market that develops would be affected by many factors independent of and in addition to the foregoing, including:

- the time remaining to the maturity of the notes;
- the outstanding amount of the notes;
- our financial performance;
- our credit ratings with nationally recognized credit rating agencies; and
- the level, direction and volatility of market interest rates generally.

Ratings of the notes may change after issuance and affect the market price and marketability of the notes.

We currently expect that, upon issuance, the notes will be rated by one or more rating agencies. Such ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. An explanation of the significance of such rating may be obtained from such rating agency. There is no assurance that such credit ratings will be issued or remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the rating agencies, if, in each rating agency s judgment, circumstances so warrant. It is also possible that such ratings may be lowered in connection with future events, such as future acquisitions. Holders of notes will have no recourse against the Issuer or any other parties in the event of a change in or suspension or withdrawal of such ratings. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price or marketability of the notes. In addition, any decline in the ratings of the notes may make it more difficult for us to raise capital on acceptable terms.

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Ratio of earnings to fixed charges

The following table sets forth information regarding our ratio of earnings to fixed charges for the periods shown.

Fiscal Year(1)					Pro Forma(2)
2014	**2013**	**2012**	**2011**	**2010**	**2014**
6.06x	6.11x	5.60x	2.70x	2.67x	3.59x

(1) Our fiscal year ends on the Saturday nearest to January 31. Fiscal years 2014, 2012, 2011 and 2010 consisted of 52 weeks. Fiscal year 2013 consisted of 53 weeks.

(2) Pro forma ratio of earnings to fixed charges gives effect to the Transactions as if such Transactions had occurred on February 3, 2013 (the first day of the 52 week period ended February 1, 2014) and includes Zale s capitalized interest and amortization of such interest, including the amortization costs associated with the issuance of new debt and amortization associated with our current credit facility amendment fees.

For the purposes of calculating the consolidated ratio of earnings to fixed charges, earnings are defined as income before income taxes plus fixed charges. Fixed charges comprise interest expense, net, facility amendment fee amortization and an estimate of the interest within rental expense. For the historical periods presented, Signet had no capitalized interest or amortization of such interest. Interest within rental expense is estimated to be one-third of our rental expense. Rental expense for the fiscal years 2014, 2013, 2012, 2011, 2010 and 2009 was approximately $323.7 million, $316.0 million, $311.7 million, $312.6 million, $312.8 million and $314.7 million, respectively. On a pro forma basis, giving effect to the Transactions as if such Transactions had occurred on February 3, 2013 and, after taking into account Zale s rental expense of $183.9 million for the twelve months ended January 31, 2014, we expect rental expense to be approximately $507.6 million.

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Use of proceeds

We expect the net proceeds from this offering to be approximately $391.4 million after deducting the underwriting discounts and commissions and our estimated offering expenses, as described in Underwriting (conflicts of interest). We intend to use the net proceeds from this offering, together with proceeds from the new term loan facility, the ABS facility and cash on hand to pay the consideration for the Zale Acquisition, including the refinancing of certain existing indebtedness of Zale, and to pay related fees and expenses.

Prior to the closing of the Zale Acquisition, we intend to invest the net proceeds from this offering in U.S. government securities, short-term certificates of deposit, money market funds or other short-term interest bearing investments or demand deposit accounts insured by the Federal Deposit Insurance Corporation. The net proceeds from this offering will not be deposited into an escrow account and you will not receive a security interest in such proceeds.

If the Zale Acquisition is not consummated or the Merger Agreement is terminated, in each case, on or prior to February 19, 2015, the Issuer will be required to redeem the notes at a redemption price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the special mandatory redemption date. See Description of the notes Special mandatory redemption.

Certain underwriters participating in this offering or their affiliates are lenders under the Zale credit facility and, as a result, may receive a portion of the proceeds from this offering. See Underwriting (conflicts of interest) Conflicts of interest. The Zale credit facility provides for borrowings under the revolving facility of $665.0 million, including a $15.0 million first-in, last-out facility (the FILO Facility) and a $80.0 million term loan, and matures in July 2017. Borrowings under the revolving facility (excluding the FILO Facility) bear interest at either: (i) LIBOR plus the applicable margin (ranging from 175 to 225 basis points) or (ii) a base rate plus the applicable margin (ranging from 75 to 125 basis points). Borrowings under the FILO Facility bear interest at either: (i) LIBOR plus the applicable margin (ranging from 350 to 400 basis points) or (ii) a base rate plus the applicable margin (ranging from 250 to 300 basis points). The term loan facility bears interest at 11% payable on a quarterly basis. As of January 31, 2014, $363.0 million was outstanding under the revolving facility and $80.0 million was outstanding under the term loan facility.

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Capitalization

The following table presents the consolidated cash and cash equivalents and capitalization of Signet as of February 1, 2014 on (i) an actual basis; and (ii) a pro forma basis to give effect to the Transactions.

You should read this table in conjunction with the information under Use of proceeds, our audited consolidated financial statements for the year ended February 1, 2014 and the related notes thereto, the section entitled Management s Discussion and Analysis of Financial Condition and Results of Operations in our Form 10-K and our unaudited pro forma financial statements incorporated by reference in this prospectus supplement.

	As of February 1, 2014	
	Actual	Pro Forma
	($ in millions)	
Cash:		
Cash and cash equivalents	$ 247.6	$ 199.7
Debt:		
Revolving credit facility(1)		
Term loan facility		380.0(3)
Variable funding notes under the ABS facility(2)		600.0
4.700% senior notes due 2024 offered hereby		400.0
Capitalized lease		2.2
Loans and overdrafts	19.3	96.3(3)
Total debt	$ 19.3	$ 1,478.5
Shareholders equity:		
Total shareholders equity	2,563.1	2,535.6
Total capitalization	$ 2,582.4	$ 4,014.1

(1) As of February 1, 2014, we had $400.0 million available under our existing revolving credit facility and no borrowings outstanding thereunder (other than $10.1 million outstanding under letters of credit). We expect to amend and restate our existing revolving credit facility in connection with the closing of the Zale Acquisition to, among other things, extend the maturity thereof. We do not currently expect to have any borrowings outstanding under our amended revolving credit facility on the closing date of the Zale Acquisition (other than $23.9 million outstanding under letters of credit). See Description of other debt.

(2) We expect to issue $600.0 million of variable funding notes under the ABS facility on or prior to the closing of the Zale Acquisition. However, in the event that such variable funding notes are not issued by such time, we intend to obtain any necessary funds through a combination of borrowings under the Bridge Facility and/or our amended revolving credit facility and/or cash on hand.

(3) Reflects $20.0 million of term loans that are payable within twelve months, which amount is included in the $96.3 million of loans and overdrafts and therefore reduced from the $400 million outstanding under our new term loan facility.

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Description of other debt

Amended and restated credit agreement

In connection with the consummation of the Zale Acquisition, we currently expect to enter into an amended and restated credit agreement governing the new term loan facility and the amended revolving credit facility.

The new term loan facility will be a $400.0 million 5-year senior unsecured facility with JPMorgan Chase Bank, N.A. acting as administrative agent. We currently expect to draw the entire $400.0 million of the new term loan facility on or prior to the closing date of the Zale Acquisition to finance a portion of the Zale Acquisition. We also intend to simultaneously amend and restate our current $400.0 million revolving credit facility to, among other things, extend the maturity to 2019 and to permit the Zale Acquisition. We do not currently expect to have any borrowings outstanding under our amended revolving credit facility on the closing date of the Zale Acquisition (other than $23.9 million outstanding under letters of credit). In addition, the amended and restated credit agreement will allow Signet Group Limited, as borrower, to add one or more incremental term loan facilities and/or increase the commitments under the revolving credit facility in an aggregate principal amount of up to $300.0 million, subject to the satisfaction of certain conditions.

Borrowings under each of the new term loan facility and the amended revolving credit facility are expected to bear interest at a rate per annum equal to an applicable margin, plus, at our option, either (a) a base rate or (b) a LIBOR rate.

It is expected that the amended and restated credit agreement will provide that we may voluntarily repay outstanding loans at any time without premium or penalty other than reimbursement of the lender s redeployment and breakage costs in certain cases.

It is expected that we will be required to make scheduled quarterly payments commencing at the end of the first full fiscal quarter following the closing of the amended and restated credit agreement equal to the amounts per annum of the original principal amount of the term loans made on the closing date of the amended and restated credit agreement as follows: 5% in year one, 7.5% in year two, 10% in year three, 12.5% in year four and 15% in year five, with the balance due on the fifth anniversary of such closing date.

Signet Group Limited will be the borrower under the new term loan facility and a co-borrower under the amended revolving credit facility. Signet Group Treasury Services Inc. will be a co-borrower under the amended revolving credit facility and Sterling Jewelers Inc. will be a co-borrower of swingline loans under the amended revolving credit facility. All obligations under the new term loan facility and the amended revolving credit facility are expected to be unconditionally guaranteed by Parent and by certain of Parent s existing and future direct and indirect wholly owned subsidiaries.

The amended and restated credit agreement is expected to contain a number of restrictive covenants that, among other things and subject to certain exceptions, will restrict our ability and the ability of our subsidiaries to:

- incur additional indebtedness;
- incur liens;
- consolidate, merge, liquidate or dissolve;

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sell, transfer or otherwise dispose of our assets, including capital stock of our subsidiaries;

pay dividends on our capital stock or redeem, repurchase or retire our capital stock;

make investments, acquisitions, loans and advances; and

transactions with our affiliates.

The amended and restated credit agreement is also expected to contain certain customary representations and warranties, affirmative covenants and reporting obligations. In addition, the amended and restated credit agreement is expected to contain maintenance covenants that require compliance with certain leverage and coverage ratios.

Certain underwriters participating in this offering or their affiliates will be lenders and/or perform roles under the amended and restated credit agreement. See Underwriting (conflicts of interest) Conflicts of interest.

ABS facility

The ABS facility is part of the securitization program of Sterling Jewelers Inc., an indirect wholly owned subsidiary of Parent, established in October 2001. We expect that a new series under the ABS facility will be created on or prior to the closing of the Zale Acquisition. Under the ABS facility, Sterling Jewelers Inc. sells, transfers, assigns, sets over and otherwise conveys its right, title and interest to its credit card receivables then existing and thereafter created to Sterling Jewelers Receivables Corp., an indirect wholly owned special purpose subsidiary of Signet Group Limited. Sterling Jewelers Receivables Corp. will then transfer, assign, set over and otherwise convey its right, title and interest in such credit card receivables to Sterling Jewelers Receivables Master Note Trust, an indirect wholly owned special purpose subsidiary of Parent. Sterling Jewelers Receivables Master Note Trust may thereafter issue securities collateralized by such credit card receivables. Sterling Jewelers Inc. is the servicer of such credit receivables sold to Sterling Jewelers Receivables Corp. and earns an arms-length fee for providing such services. Signet Group Limited is the indirect parent of both Sterling Jewelers Receivables Corp. and Sterling Jewelers Receivables Master Note Trust. The respective assets of Sterling Jewelers Receivables Corp. and Sterling Jewelers Receivables Master Note Trust will not be available to satisfy the obligations of Parent or any of its subsidiaries, including the notes offered hereby. Sterling Jewelers Receivables Corp. and Sterling Jewelers Receivables Master Note Trust are consolidated into Parent s consolidated financial statements.

With respect to the new series under the ABS facility, we expect to issue an aggregate amount of $600.0 million of Class A notes (senior variable funding notes) to the lenders under the ABS facility on or prior to the closing of the Zale Acquisition. The term of the ABS facility is expected to be 24 months from the date the ABS facility closes and any amounts repaid during the term of the ABS facility may be reborrowed up to the aggregate amount of the Class A notes. In addition, Sterling Jewelers Receivables Master Note Trust is obligated to pay an unused commitment fee to the lenders under the ABS facility based upon the undrawn portion of the Class A notes. The ABS facility contains customary default and termination provisions, which provide for the early termination of the ABS facility upon the occurrence of certain specified events including, but not limited to, failure by Sterling Jewelers Inc. to pay amounts required to be paid by it as servicer, defaults on certain indebtedness, change in control, bankruptcy and insolvency events. Parent has provided a guarantee to the lenders under the ABS facility of Sterling Jewelers Inc. s obligations as servicer and seller.

Certain underwriters participating in this offering or their affiliates will be the purchasers of variable funding notes and/or perform roles under the ABS facility. See Underwriting (conflicts of interest).

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Bridge Facility

In connection with the Zale Acquisition, we entered into a debt commitment letter with certain debt financing sources. Subject to the satisfaction of certain customary conditions, the debt financing sources committed to provide up to $1.2 billion in financing for the Zale Acquisition, consisting of an $800.0 million 364-day senior unsecured Bridge Facility and the $400.0 million new term loan facility described above. We will be required to pay certain fees if the Bridge Facility is not drawn. We intend to finance the Zale Acquisition with the net proceeds from this offering, together with proceeds from the new term loan facility, the ABS facility and cash on hand. If we are unable to complete the issuance of notes under the ABS facility on or prior to the closing of the Zale Acquisition, we intend to obtain any necessary funds through a combination of borrowings under the Bridge Facility and/or our amended revolving credit facility and/or cash on hand. JPMorgan Chase Bank, N.A. will act as administrative agent under the Bridge Facility.

Signet Group Limited is expected to be the borrower under the Bridge Facility. If entered into, borrowings under the Bridge Facility are expected to bear interest at a rate per annum equal to an applicable margin, plus, at our option, either (a) a base rate or (b) a LIBOR rate.

It is expected that the Bridge Facility will provide that we may voluntarily repay outstanding loans at any time without premium or penalty. We expect that the Bridge Facility will require us to prepay outstanding bridge loans, subject to certain exceptions, with 100% of net cash proceeds received by Parent, Signet Group Limited or any of its subsidiaries organized in the United States from (1) certain issuances of debt securities or incurrences of debt for borrowed money, (2) certain issuances of equity securities or equity-linked securities and (3) certain asset sales or dispositions.

All obligations under the Bridge Facility are expected to be unconditionally guaranteed by Parent and by Parent s existing and future direct and indirect subsidiaries that guarantee the new term loan facility.

The Bridge Facility is expected to contain a number of restrictive covenants, customary representations and warranties, affirmative covenants and reporting obligations that are substantially similar to those contained in the amended and restated credit agreement. In addition, the Bridge Facility is expected to include maintenance covenants that require compliance with certain leverage and coverage ratios.

Certain underwriters participating in this offering or their affiliates will be lenders and/or perform roles under the Bridge Facility. See Underwriting (conflicts of interest).

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Description of the notes

The notes will be issued under an indenture, to be dated as of May 19, 2014 (the Issue Date), among Signet UK Finance plc, the Guarantors (as defined below) and Deutsche Bank Trust Company Americas, as trustee (the trustee). The indenture will be supplemented by a supplemental indenture to be entered into concurrently with the delivery of the notes (as so supplemented, the indenture). The following summary of provisions of the indenture and the notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the indenture, including definitions therein of certain terms and provisions made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the Trust Indenture Act). This summary may not contain all information that you may find useful. You should read the indenture and the notes, copies of which are available from the Issuer upon request. See Where you can find more information; incorporation of certain documents by reference in this prospectus supplement and in the accompanying prospectus. Capitalized terms used and not defined in this summary have the meanings specified in the indenture. References to the Issuer in this section of the prospectus supplement are only to Signet UK Finance plc and not to any of its Subsidiaries.

General

The notes will have the following basic terms:

- the notes will be senior unsecured obligations of the Issuer and will rank equally with all other existing and future unsecured and unsubordinated debt obligations of the Issuer;
- the notes initially will be limited to $400,000,000 aggregate principal amount (subject to the rights of the Issuer to issue additional notes as described under Further issuances below);
- the notes will accrue interest at a rate of 4.700% per year;
- interest will accrue on the notes from the most recent interest payment date to or for which interest has been paid or duly provided (or if no interest has been paid or duly provided for, from the issue date of the notes), payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2014;
- interest will be payable to the Holders of record at the close of business on the June 1 and December 1 immediately preceding the related interest payment dates;
- the notes will be unconditionally guaranteed on a senior unsecured basis by Parent and by each Subsidiary of Parent that will guarantee Obligations, or will be a borrower, under the Senior Credit Facility (other than the Issuer);
- the notes will mature on June 15, 2024, unless redeemed or repurchased prior to that date;
- the Issuer will be required to repurchase all of the notes in connection with the occurrence of a Special Mandatory Redemption Event as described under Special mandatory redemption ;
- the Issuer may redeem the notes, in whole or in part, at any time at its option as described under Optional redemption ;

the Issuer may be required to repurchase the notes in whole or in part at your option in connection with the occurrence of a Change of Control Repurchase Event as described under Purchase of notes upon a change of control repurchase event ;

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the notes will be issued in registered form in denominations of $2,000 and integral multiples of $1,000 in excess thereof; and

the notes will be represented by one or more global notes registered in the name of a nominee of DTC, but in certain circumstances may be represented by notes in definitive form (see Book-entry, delivery and form).

Interest on each note will be paid to the Person in whose name that note is registered at the close of business on the June 1 or December 1, as the case may be, immediately preceding the relevant interest payment date. Interest on the notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

If any interest or other payment date of a note falls on a day that is not a business day, the required payment of principal, premium, if any, or interest will be due on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding business day. The term business day means, with respect to any note, any day other than a Saturday, a Sunday or a day on which Federal or State banking institutions in the Borough of Manhattan, The City of New York, or in the city where the office or agency for payment on the notes is maintained, are authorized or obligated by law, executive order or regulation to close.

The notes will not be subject to any sinking fund.

Parent or any of its Subsidiaries, including the Issuer, may at any time and from time to time purchase notes in the open market or otherwise.

Note guarantees

Parent and each of its Subsidiaries that guarantees Obligations, or is a borrower, under the Senior Credit Facility will guarantee the notes. On the Issue Date, Parent and each of Parent s Subsidiaries, other than the Issuer and certain insurance, receivables and immaterial subsidiaries, will each guarantee the notes. Parent will cause each of its Subsidiaries that becomes a guarantor or borrower under the Senior Credit Facility at any time after the Issue Date, within 20 days of becoming such a guarantor or borrower, to execute and deliver to the trustee a supplemental indenture to the indenture pursuant to which such Subsidiary will irrevocably and unconditionally guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest in respect of the notes on a senior unsecured basis and all other Obligations under the indenture.

The Guarantors will, jointly and severally, irrevocably and unconditionally guarantee, on a senior unsecured basis, the Issuer s Obligations under the notes and all Obligations under the indenture. Such Guarantors will, jointly and severally, agree to pay, in addition to the amount stated above, any and all costs and expenses (including reasonable attorneys fees and expenses) incurred by the trustee or any Holder in enforcing any rights under the note guarantees.

Any Guarantor that makes a payment under its note guarantee will be entitled upon payment in full of all Obligations that are guaranteed under the indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor s *pro rata* portion of such payment based on the respective net assets of all the Guarantors at the time of such payment, determined in accordance with GAAP.

The obligations of each Guarantor under its note guarantee will be limited as necessary to prevent that note guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law. If a note guarantee were rendered voidable, it could be subordinated by a

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court to all other Indebtedness (including guarantees and other contingent liabilities) of the Guarantor, and, depending on the amount of such Indebtedness, a Guarantor s liability on its note guarantee could be reduced to zero. See Risk factors Risks related to the notes Insolvency, corporate benefit, capital maintenance laws and other limitations on the guarantees of the notes may adversely affect the validity and enforceability of the guarantees of the notes and Risk factors Risks related to the notes U.S. federal and state fraudulent transfer laws may permit a court to void the notes and/or the note guarantees, and if that occurs, you may not receive any payments on the notes.

The indenture will provide that each note guarantee by a Guarantor will be automatically and unconditionally released and discharged upon:

(a) in the case of a Subsidiary Guarantor, any sale, assignment, transfer, conveyance, exchange or other disposition (by merger, consolidation or otherwise) of capital stock or other interests of such Subsidiary Guarantor after which the applicable Subsidiary Guarantor is no longer a Subsidiary of Parent, which sale, assignment, transfer, conveyance, exchange or other disposition is made in compliance with the provisions of the indenture (including the third paragraph under Certain covenants Merger, consolidation or sale of assets); *provided* that all guarantees and other Obligations of such Subsidiary Guarantor in respect of all other Indebtedness under the Senior Credit Facility terminate upon consummation of such transaction;

(b) upon the sale or disposition of all or substantially all of the assets of a Subsidiary Guarantor, which sale or disposition is made in compliance with the provisions of the indenture (including the third paragraph under Certain covenants Merger, consolidation or sale of assets); *provided* that all guarantees and other Obligations of such Subsidiary Guarantor in respect of all other Indebtedness under the Senior Credit Facility terminate upon consummation of such transaction;

(c) the release or discharge of such Subsidiary Guarantor from its guarantee of Indebtedness or its Obligations under the Senior Credit Facility (including, by reason of the termination of the Senior Credit Facility), except a release or discharge by or as a result of payment under such guarantee;

(d) the Issuer s exercise of its legal defeasance option or covenant defeasance option as described under Defeasance and covenant defeasance or the discharge of the Issuer s Obligations under the indenture in accordance with the terms of the indenture; or

(e) in the case of Parent, the Issuer ceases for any reason to be a Subsidiary of Parent; *provided* that all guarantees and other obligations of Parent in respect of all other Indebtedness under the Senior Credit Facility terminate upon the Issuer ceasing to be a Subsidiary.

In addition, at the Issuer s option, and not automatically, Parent shall be released under its note guarantee if it is released from its guarantee of the Senior Credit Facility in the same manner as specified in clause (c) above.

In the event that any released Guarantor (in the case of clause (c) above or the immediately preceding paragraph) thereafter borrows money or guarantees Indebtedness under the Senior Credit Facility, such former Guarantor will again provide a note guarantee.

Payment and transfer or exchange

Principal of and premium, if any, and interest on the notes will be payable, and the notes may be exchanged or transferred, at the office or agency maintained by the Issuer for such purpose (which initially will be located in New York, New York and, for so long as the notes are listed on the Luxembourg Stock Exchange, in Luxembourg). Payment of principal of and premium, if any,

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and interest on a global note registered in the name of or held by The Depository Trust Company (DTC) or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such global note. If any of the notes is no longer represented by a global note, payment of interest on certificated notes in definitive form may, at the option of the Issuer, be made by (i) check mailed directly to holders at their registered addresses or (ii) upon request of any holder of at least $1,000,000 principal amount of notes, wire transfer to an account located in the United States maintained by the payee. See Book-entry, delivery and form.

A holder may transfer or exchange any certificated notes in definitive form at the same location set forth in the preceding paragraph. No service charge will be made for any registration of transfer or exchange of notes, but the Issuer may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith. The Issuer is not required to transfer or exchange any note selected for redemption during a period of 15 days before mailing or otherwise delivering a notice of redemption of notes to be redeemed.

The registered holder of a note will be treated as the owner of it for all purposes.

All amounts of principal of and premium, if any, and interest on the notes paid by the Issuer that remain unclaimed two years after such payment was due and payable will be repaid to the Issuer, and the holders of such notes will thereafter look solely to the Issuer for payment.

Ranking

The notes will be senior unsecured obligations of the Issuer and will rank equally in right of payment with all existing and future unsecured and unsubordinated obligations of the Issuer.

The notes will be effectively junior to all secured Indebtedness of the Issuer to the extent of the value of the assets securing such Indebtedness. The notes will be structurally subordinated to all liabilities of any Non-Guarantor Subsidiary.

The note guarantees of each Guarantor will be effectively junior to all secured Indebtedness of such Guarantors to the extent of the value of the assets securing such Indebtedness. The note guarantees will be structurally subordinated to all liabilities of any Non-Guarantor Subsidiary.

Assuming that we had completed the Transactions and applied the net proceeds we receive from the offering in the manner described under Use of proceeds, on a pro forma basis, as of February 1, 2014:

- outstanding Indebtedness of the Issuer and the Guarantors would have been $1.5 billion (excluding intercompany liabilities and guarantees under the Senior Credit Facility and the indenture), $600.0 million of which would have been secured; and
- certain Guarantors would have had $374.7 million of availability under the revolving credit facility tranche of the Senior Credit Facility available to it (after giving effect to $25.3 million of outstanding letters of credit).

For the year ended February 1, 2014, the Non-Guarantor Subsidiaries represented approximately 1.1% of our sales and 7.2% of our operating income, respectively, in each case after giving effect to intercompany eliminations. As of February 1, 2014, the Non-Guarantor Subsidiaries represented 2.2% of our total assets and had $11.3 million of total liabilities, including debt and trade payables, after giving effect to intercompany eliminations, all of which would be structurally senior to the notes. As of February 1, 2014, on a pro forma basis after giving effect to the Financing Transactions (and not including the Zale Acquisition or the Zale entities that will become subsidiaries of Parent upon consummation of the Zale Acquisition), the Non-Guarantor

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Subsidiaries represented 1.6% of our total assets and had $611.3 million of total liabilities, including debt and trade payables, in each case after giving effect to intercompany eliminations. We currently expect that Zale and all of its Subsidiaries, other than its Subsidiaries who are insurance entities and certain immaterial subsidiaries, will become guarantors under the notes upon the consummation of the Zale Acquisition.

Payment of additional amounts

All payments made by or on behalf of the Issuer under or with respect to any notes (or by any Guarantor with respect to any note guarantee) will be made free and clear of and without withholding or deduction for or on account of any present or future Taxes, unless the Issuer (or such Guarantor) is required to withhold or deduct such Taxes by law. If the Issuer (or any Guarantor) is so required to withhold or deduct from any payment made under or with respect to the notes any amount for or on account of any Taxes imposed under (1) any jurisdiction in which the Issuer (or any Guarantor) is then incorporated, organized, engaged in business or resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein or (2) any jurisdiction from or through which payment is made by or on behalf of the Issuer (or any Guarantor) (including the jurisdiction of any paying agent for the notes) or any political subdivision or taxing authority or agency thereof or therein (including the jurisdiction of any paying agent) (each of (1) and (2), a Taxing Jurisdiction), the Issuer (or such Guarantor) will pay to each holder such additional amounts (Additional Amounts) as may be necessary so that the net amount received by each holder (including Additional Amounts) after such withholding or deduction will not be less than the amount such holder would have received if such Taxes had not been withheld or deducted; *provided, however*, no Additional Amounts will be payable to a holder with respect to:

any Taxes that would not have been imposed but for the existence of any actual or deemed present or former connection between the holder or the beneficial owner of the notes (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, the relevant Holder or beneficial owner, if the Holder or beneficial owner is an estate, a nominee, trust, partnership or corporation) and the relevant Taxing Jurisdiction (including being a resident of such jurisdiction for Tax purposes), other than the holding of such note, the enforcement of rights under such note or under a note guarantee or the receipt of any payments in respect of such note to note guarantee;

any Taxes imposed as a result of the presentation of a note for payment more than 30 days after the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the note been presented on the last day of such 30 day period);

any estate, inheritance, gift, sales, personal property, transfer or similar Taxes;

any Taxes withheld, deducted or imposed on a payment to an individual that are required to be made pursuant to European Council Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of November 26 and 27, 2000 on the taxation of savings income, or any law implementing or complying with or introduced in order to conform to, such directive;

Taxes imposed on or with respect to a payment made to a holder or beneficial owner of notes who would have been able to avoid such withholding or deduction by presenting the relevant note to another paying agent in a member state of the European Union;

any Taxes payable other than by deduction or withholding from payments under, or with respect to, the notes or any note guarantee;

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any Taxes imposed or withheld by reason of the failure of the holder or beneficial owner of notes, to comply with any reasonable written request of the Issuer addressed to the holder and made at least 60 days before any such withholding or deduction would be payable to satisfy any certification, identification, information or other reporting requirements, whether required by statute, treaty, regulation or administrative practice of a Taxing Jurisdiction, as a precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the Taxing Jurisdiction (including, without limitation, a certification that the holder or beneficial owner is not resident in the Taxing Jurisdiction), but in each case, only to the extent the holder or beneficial owner is legally entitled to provide such certification or documentation;

any Tax imposed on or with respect to any payment by the Issuer or the relevant Guarantor to the holder if such holder is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that Taxes would not have been imposed on such payment had such holder been the sole beneficial owner of notes; or

any combination of the above items.

In addition to the foregoing, the Issuer and the Guarantors will also pay and indemnify the holder for any present or future stamp, issue, registration, court or documentary Taxes, or any other excise or property Taxes, charges or similar levies (including penalties, interest and any other reasonable expenses related thereto) which are levied by any Taxing Jurisdiction on the execution, delivery, issuance, or registration of any of the notes, the indenture, any note guarantee or any other document or instrument referred to therein (other than on or in connection with a transfer of the notes other than the initial resale of the notes).

If the Issuer or any Guarantor, as the case may be, becomes aware that it will be obligated to pay Additional Amounts with respect to any payment under or with respect to the notes or any note guarantee, each of the Issuer or the relevant Guarantor, as the case may be, will deliver to the trustee on a date that is at least 30 days prior to the date of that payment (unless the obligation to pay Additional Amounts arises less than 30 days prior to that payment date, in which case the Issuer or the relevant Guarantor shall notify the trustee promptly thereafter) an officer s certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The officer s certificate(s) must also set forth any other information necessary to enable the paying agent to pay such Additional Amounts to holders on the relevant payment date. The Issuer and the relevant Guarantor will provide the trustee with documentation satisfactory to the trustee evidencing the payment of Additional Amounts. The trustee shall be entitled to rely solely on such officer s certificate as conclusive proof that such payments are necessary.

The Issuer or the relevant Guarantor will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law. The Issuer or the relevant Guarantor will use its reasonable efforts to obtain Tax receipts from each Tax authority evidencing the payment of any Taxes so deducted or withheld. The Issuer or the relevant Guarantor will furnish to the trustee, within a reasonable time after the date the payment of any Taxes so deducted or withheld is made, certified copies of Tax receipts evidencing payment by the Issuer or a Guarantor, as the case may be, or if, notwithstanding such entity s efforts to obtain receipts, receipts are not obtained, other evidence of payments (reasonably satisfactory to the trustee) by such entity. Upon reasonable request, copies of Tax receipts or other evidence of payments, as the case may be, will be made available by the trustee to the holders or beneficial owners of the notes.

Wherever in the indenture or in this Description of the notes there is mentioned, in any context, the payment of principal (and premium, if any), interest, if any, or any other amount

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payable under or with respect to any of the notes or the note guarantee, such mention will be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The above obligations will survive any termination, defeasance or discharge of the indenture, any transfer by a holder or beneficial owner of its notes, and will apply, mutatis mutandis, to any jurisdiction in which any successor Person to the Issuer or any Guarantor is incorporated, engaged in business or otherwise resident for tax purposes or any jurisdiction from or through which such Person makes any payment on the notes (or any notes guarantee) and any department or political subdivision thereof or therein.

Special mandatory redemption

If the Zale Acquisition is not consummated, or the Merger Agreement is terminated, in each case, on or prior to February 19, 2015 (each, a Special Mandatory Redemption Event), the Issuer will be required to redeem all of the notes then outstanding on the Special Mandatory Redemption Date at the Special Mandatory Redemption Price. Notice of a special mandatory redemption will be mailed (or otherwise delivered to holders in accordance with the procedures of DTC) promptly after the occurrence of the Special Mandatory Redemption Event (and in any event no later than 2:00 p.m., New York City time, on the fifth business day immediately following such event) to the trustee and each holder of the notes at its registered address. In the event that the Issuer has insufficient funds to redeem all of the notes then outstanding on the Special Mandatory Redemption Date, either Parent or SGL shall, on behalf of the Issuer, redeem all such notes in accordance with this Special mandatory redemption section.

For purposes of the foregoing discussion of a special mandatory redemption, the following definitions are applicable:

Special Mandatory Redemption Date means the earlier to occur of (1) March 19, 2015 if the Zale Acquisition has not been consummated on or prior to 5:00 p.m., New York City time, on February 19, 2015; or (2) the 30th day (or if such day is not a business day, the first business day thereafter) following the termination of the Merger Agreement for any reason.

Special Mandatory Redemption Price means 101% of the aggregate principal amount of the notes then outstanding, plus accrued and unpaid interest to, but not including, the Special Mandatory Redemption Date.

Optional redemption

The Issuer may redeem the notes at its option at any time, either in whole or in part. If the Issuer elects to redeem the notes prior to March 15, 2024 (three months prior to the maturity date of the notes), it will pay a redemption price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest thereon to, but not including, the redemption date: (1) 100% of the aggregate principal amount of the notes to be redeemed; and (2) the sum of the present values of each remaining scheduled payment of principal and interest on the notes to be redeemed (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 0.350% (35 basis points).

In addition, on or after March 15, 2024 (three months prior to the maturity date of the notes), the Issuer may redeem the notes in whole or in part at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date.

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The following terms are relevant to the determination of the redemption price.

Comparable Treasury Issue means the U.S. Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

Comparable Treasury Price means, with respect to any redemption date, (1) the arithmetic average of the Reference Treasury Dealer Quotations for such redemption date after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Issuer obtains fewer than four Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such redemption date.

Independent Investment Banker means an independent investment banking institution of national standing appointed by the Issuer, which may be one of the Reference Treasury Dealers.

Reference Treasury Dealer means any primary U.S. government securities dealer in the United States selected by the Issuer.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer as of 3:30 p.m., New York City time, on the third business day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the Comparable Treasury Issue. In determining this rate, the Issuer will assume a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

A partial redemption of the notes may be effected pro rata or by lot in accordance with the applicable procedures of DTC or by such method as specified at the direction of the Issuer (equal to the minimum authorized denomination for the notes or any integral multiple thereof) of the principal amount of notes of a denomination larger than the minimum authorized denomination for the notes.

Notice of any redemption will be mailed (or otherwise delivered in accordance with the procedures of DTC) at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed.

Unless the Issuer defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the notes, or portions thereof, called for redemption.

Purchase of notes upon a change of control repurchase event

If a Change of Control Repurchase Event occurs, unless the Issuer has exercised its right to redeem the notes as described above under Optional redemption or as described below under Tax redemption, , the Issuer will be required to make an offer to each holder of the notes to repurchase all or any part (in excess of $2,000 and in integral multiples of $1,000) of that holder s notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the notes repurchased plus any accrued and unpaid interest on the notes repurchased to, but not including, the date of repurchase. Within 30 days following any Change of Control Repurchase Event or, at our option, prior to any Change of Control but after public announcement of the transaction

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that constitutes or may constitute the Change of Control, the Issuer will mail (or otherwise deliver to holders in accordance with the procedures of DTC) a notice to each holder, with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed or otherwise delivered or, if the notice is mailed prior to the Change of Control, no earlier than 30 days and no later than 60 days from the date on which the Change of Control Repurchase Event occurs. The notice will, if mailed or otherwise delivered prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the repurchase date. The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act, to the extent applicable, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the notes, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions of the notes by virtue of such conflict.

On the repurchase date following a Change of Control Repurchase Event, the Issuer will, to the extent lawful:

- accept for payment all the notes or portions of the notes properly tendered pursuant to its offer;
- deposit with the paying agent an amount equal to the aggregate purchase price in respect of all the notes or portions of the notes properly tendered; and
- deliver or cause to be delivered to the trustee the notes properly accepted, together with an officer s certificate stating the aggregate principal amount of notes being purchased by the Issuer.

The paying agent will promptly mail or otherwise deliver to each holder of notes properly tendered the purchase price for the notes, and the trustee will promptly authenticate after receipt of an authentication order and mail (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any notes surrendered.

The Issuer will not be required to make an offer to repurchase the notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and such third party purchases all notes properly tendered and not withdrawn under its offer.

Notes repurchased by the Issuer pursuant to a Change of Control Repurchase Event will have the status of notes issued but not outstanding or will be retired and canceled at the option of the Issuer. Notes purchased by a third party pursuant to the preceding paragraphs will have the status of notes issued and outstanding.

The Change of Control Repurchase Event feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of Parent and, thus, the removal of incumbent management. The Change of Control Repurchase Event feature is a result of negotiations between Parent and the underwriters. Parent has no present intention to engage in a transaction involving a Change of Control, although it is possible that Parent could decide to do so in the future. Subject to the limitations discussed below, Parent could, in the future, enter into certain transactions, including acquisitions, restructuring, reorganization, refinancings or other

recapitalizations, that would not constitute a Change of Control under the indenture and holders of the notes may not be entitled to require the Issuer to repurchase their notes, even though such transactions could increase the amount of Indebtedness outstanding at such time, affect the capital structure of Parent or credit ratings on the notes or otherwise adversely affect holders of the notes, including certain circumstances involving a significant change in the composition of the board of directors of Parent, such as in connection with a proxy contest where the board of directors initially opposed a dissident slate of directors but approves them later as continuing directors. Restrictions on the ability of Parent to incur Liens and enter into sale and leaseback transactions are contained in the covenants as described under Certain covenants Limitation on liens and Certain covenants Limitation on sale and leaseback transactions. Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a Change of Control Repurchase Event, however, the indenture will not contain any covenants or provisions that may afford holders of the notes protection in the event of a highly leveraged transaction.

The Issuer may not have sufficient funds to repurchase all the notes upon a Change of Control Repurchase Event. In addition, even if it has sufficient funds, the Issuer may be prohibited from repurchasing the notes under the terms of its other Indebtedness then outstanding. See Risk factors Risks related to the notes the Issuer may not be able to repurchase all of the notes upon a Change of Control Repurchase Event.

The definition of Change of Control includes a phrase relating to the sale, lease or transfer of all or substantially all the assets of Parent and its Subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase substantially all, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Issuer to repurchase such notes as a result of a sale, lease or transfer of less than all of the assets of Parent and its Subsidiaries taken as a whole to another Person or group may be uncertain.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

Change of Control means:

(1) any person or group of related Persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Parent (including, without limitation, through a merger or consolidation);

(2) the merger or